FILED
SEP 22 1975
LAURENCE P. HUNDAM, Clerk
By ... Deputy

AGREEMENT NO. 75-283

(Agreement for Consultant Services to assist with a Grant Application for Title I Funds under the Housing and Community Development Act of 1974)

THIS AGREEMENT made and entered into this 15th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and CONNERLY & ASSOCIATES, hereinafter referred to as CONSULTANT,

W I T N E S S E T H:

RECITALS:

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1. COUNTY and Cities of Yolo County have agreed to file a joint grant application for Title I funds under the Housing and Community Development Act of 1974;
2. COUNTY on August 12, 1975 approved the creation of a technical advisory committee to assist CONSULTANT as much as possible in preparing the joint grant application;
3. COUNTY and Cities desire professional and technical services in connection with its application for Title I funds; and
4. CONSULTANT agrees to provide the services for COUNTY and Cities described herein under the terms and conditions as set forth.

AGREEMENTS:

1. The COUNTY shall provide support services to the CONSULTANT relating to planning and public works consultation.
2. Description of Service. The services to be performed by CONSULTANT shall include the following:
   A. To prepare the final joint grant application for Title I funds under the Housing and Community Development Act of 1974;
   B. To submit the grant application in compliance with the deadlines established by the Department of Housing and

Urban Developments and other related agencies involved in the grant application process;

C. To assist with such post submission follow through as may be necessary;

D. To coordinate with the Technical Advisory Committee and utilize the services of staff to keep the costs of preparing the grant application to a minimum; and

E. To report to the Board of Supervisors on the progress of the grant application.

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3. Payments

A. COUNTY shall compensate CONSULTANT at the rate of $25 per hour. Any other expenses required in the performance of this contract shall be compensated at actual costs to CONSULTANT, except that expenses for travel by automobile shall be reimbursed at the rate of $.15 per mile.

B. COUNTY shall compensate CONSULTANT for travel from and to Sacramento, California, when in the performance of this Agreement. CONSULTANT shall seek no reimbursement for per diem or lodging while performing within the boundaries of County.

C. The total amount of compensation and payment authorized and provided for in this agreement for the above services and all or the above referred to expenses is $4,500. Under no circumstance is COUNTY liable for services or expenses incurred by CONSULTANT above $4,500.

D. Payment shall be made to CONSULTANT on a monthly basis upon his presentation of a claim countersigned by the County Executive setting forth days and hours of work performed, description of work, and a list detailing the related expenses for this Agreement.

E. This agreement is entered into pursuant to Minute Order No. 75-1051and services subsequent to August 11, 1975

shall be compensated as provided for herein. This contract shall terminate on December 15, 1975. The COUNTY or CONSULTANT, however, can terminate this agreement upon 10 days'notice should services be no longer needed.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Bobby A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEUPTY

(SEAL)

Micro Fiched

CONNERLY & ASSOCIATES, Consultants

BY Ned Connerly

B4

FILED
SEP 15 1975
LAURENCE P. HENIGAN, Clerk
By Paula C. Conrad
Deputy

AGREEMENT NO. 75-284

(Agreement for the Purchase of Protective and Related Social Services)

THIS AGREEMENT made and entered into this 15th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and the YOLO COUNTY SHELTERED WORKSHOP COUNCIL, a non-profit corporation, hereinafter referred to as PROVIDER,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. COUNTY has a need for protective and related social services for certain patients of the Yolo County Mental Health Services. Such services shall be in accordance with the provisions of Welfare & Institutions Code §§ 5600-5767, the Short-Doyle Act. The objective of such services is to provide suitable care for persons no longer requiring hospitalization and to provide alternatives to hospitalization and to improve their functional capacity and to prevent further deterioration of their situation with the intent to reduce public dependency.
2. PROVIDER represents that it is qualified to provide said services.

AGREEMENTS:

1. PROVIDER hereby agrees to provide the protective and related social services described in Exhibit "A" attached hereto and incorporated by reference herein to such patients of the Yolo County Mental Health Service who are not eligible for service financed by the State Department of Health under Welfare & Institutions Code § 10053.8, and who are referred to PROVIDER by the Yolo County Mental Health Service. In providing such services, PROVIDER agrees to:

A. Comply with all State licensing standards, all applicable accrediting standards, and any other standards or criteria established by the State Department of Health to assure the quality of services.

Micro Fiched

B. Maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times for inspection, review or audit by COUNTY or personnel of the State of California duly authorized thereto as well as by federal personnel duly authorized thereto. PROVIDER agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports on a regular basis and to make fiscal statistical reports at times prescribed by and furnished on forms furnished by COUNTY.

C. General Revenue Sharing: PROVIDER hereby represents and acknowledges that it has applied for and been granted General Revenue Sharing Funds by COUNTY, and that said funds are not to be used or allocated in any way to offset the expenses for the services provided under the terms of this Agreement. All funds received by PROVIDER from COUNTY pursuant to this Agreement shall be used for and applied to the expenses incurred in the performance of this Agreement, and for no other purpose. PROVIDER agrees to separately account for the General Revenue Sharing Funds and the funds paid pursuant to this Agreement, and to employ accounting procedures approved by COUNTY's Auditor for this purpose.

D. To maintain program records as required by COUNTY and to assure that a program and facilities review, including

a meeting with PROVIDER's consumers, review of service records, review of service policy and procedural issuances, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services may be conducted at any reasonable time by COUNTY, State or Federal personnel. Micro Fiched

E. Retain all books and other documents relevant to this Agreement for three years after final payment. COUNTY, State and Federal auditors and any persons duly authorized by the State of California or U. S. Government shall have full access to and the right to examine any of said materials during said period.

F. Not to, on the grounds of race, color, or national origin:

1. deny an individual any services or other benefits provided under the program;
2. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;
3. subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under the program;
4. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service(s) or other benefits provided under the program;
5. treat an individual differently from others in determining whether he satisfies any eligibility or other requirement or condition which individuals must meet in order to receive any aid, care, services(s), or other benefits provided under the

program;

6. deny any individual an opportunity to participate in the program through the provision of services or otherwise, or afford him an opportunity to do so which is different from that afforded others under the program.

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7. The PROVIDER, in determining

(a) the types of services or other benefits to be provided under the program, or

(b) the class of individuals to whom, or the situations in which such services or other benefits will be provided under the program, or

(c) the class of individuals to be afforded an opportunity to participate in the program will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, national origin, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, national origin, or sex.

2. COUNTY agrees to pay to PROVIDER a sum not to exceed THIRTY-TWO THOUSAND DOLLARS ($ 32,000) on the basis of monthly detailed invoices at the agreed-upon rates set forth in Exhibit "B" attached hereto.

3. This Agreement shall remain in full force and effect commencing on July 1st, 1975, and ending on June 30th, 1976. This Agreement may be terminated by either party upon thirty (30) days' written notice of intention to terminate.

4. The provisions of this Agreement shall not be modified except by a writing executed by the parties thereto, or their

successors in office.

5. In the performance of the duties and obligations devolving upon PROVIDER under this Agreement, PROVIDER is at all times acting and performing as an independent contractor and is not an employee or agent of COUNTY for any purpose. No employee, agent or contractor of PROVIDER is an employee, agent or contractor of COUNTY for any purpose.

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6. The services to be performed under this Agreement will be performed entirely at PROVIDER's risk, and PROVIDER assumes all responsibility for the condition of buildings, tools and equipment used in the performance of this Agreement.

7. PROVIDER shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of at least $100,000 specifically naming COUNTY as an insured for all purposes thereunder.

8. PROVIDER agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

9. PROVIDER agrees to comply with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "C" attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Bobby A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Paula C. Corral
DEPUTY

(SEAL)

YOLO COUNTY SHELTERED WORKSHOP COUNCIL, INC., a non-profit corporation

BY _____
PRESIDENT

BY _____
SECRETARY

Micro Fiched

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

EXHIBIT "A"

DESCRIPTION OF SERVICES

WORK THERAPY:

The purpose of work therapy is to assist clients in their recovery from mental or physical illness through the use of a workshop environment. Such therapy is tailored to meet specific recovery goals as delineated by a referring agent. The following service components are available in work therapy:

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a) Evaluation: Evaluation includes a written professional analysis of the client's skills, personality, physical capacity, and social habits and attitudes as reflected in the workshop setting. The evaluation also entails a client staffing conference between the workshop counselor and the referring agent for the purpose of revieving the workshop analysis and arriving at a specific workshop treatment regimen for the client. Evaluation is not recommended to last under two weeks or over six weeks for new clients in work therapy.

b) Treatment: Treatment objectives, techniques and their modifications will vary according to the individual needs of clients. Available services are:

1) Work Experience: The purpose of work experience to enable clients to increase their basic work skills such as endurance and speed as well as proficiency in specific skills. It enables clients to adapt to the essential demands of production by progressive work conditioning. It aids the client to understand the requisite standards of quality for productive work. This service can be used as a method to prepare clients to attain enough familiarity with regular work so that they may be found feasible for services

/////

from the Department of Rehabilitation, or be feasible for job placement.

2) Work Adjustment (Behavior Modification): Work adjustment is the use of work and the workshop structure and environment to enable the client to develop appropriate attitudes, behavior, personal relationships, and responses appropriate to his own recovery or in preparation for a work environment. Normally, work evaluation will identify the client's specific behavior which requires modification during work adjustment.

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3) Work Evaluation: Work evaluation is the use of work to assess the client's limitations, capabilities, and productive potential in respect to work utilizing either a real or simulated work environment with realistic work conditions and requirements. It includes professional analysis of the client's skills, personality, physical capacity and habits in relation to work; analysis of the client's ability to relate to other workers and to accept supervision; ability to learn work skills; and adaptability to work requirements. It may also include a try-out or test of specific skills of the client and an exploration of his interest by involvement in different types of work.

4) Social Adjustment and Activity Center: Group and individual experience in crafts, job contract work, adult education, physical exercise and field trips for the purpose of improving socialization, developing independent living skills, improving and maintaining self concepts.

EXHIBIT "B"

YOLO COUNTY SHELTERED WORKSHOP COUNCIL, INC.
660 Sixth Street, Woodland, California

Fee Schedule
Work Experience and Work Activity Center Services

Micro Fiched

Full Time	$6.85 per day
Part Time	$3.45 per day

Work Adjustment

Full Time	$10.45 per day
Part Time	$ 5.25 per day

Work Evaluation for Vocational Rehabilitation
and Disability Evaluation Program

Full Time, first 2 weeks	$13.45 per day
Full Time, thereafter	$12.00 per day

EXHIBIT "C"

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

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3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

YOLO COUNTY AGREEMENT NO. 75-285

COUNTY-STATE AGREEMENT NO. 20 Revised
FEDERAL-AID SECONDARY OR
EXCHANGE FUND PROJECT

03	Yolo
District	County

PROJECT NUMBER RS-1153(1)

County Road 87

Micro Fiched

THIS AGREEMENT, made in duplicate this 15th day of September, 1975, by and between the COUNTY OF Yolo, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the STATE OF CALIFORNIA, acting by and through the Department of Transportation, hereinafter referred to as "STATE".

WITNESSETH

WHEREAS, under the provisions of Title 23, United States Code and other Federal-aid Highway Acts, Federal funds are authorized to be appropriated for expenditure on a system of secondary roads to be selected by the state highway departments in cooperation with local road officials, and such a system has been selected and Federal funds have been appropriated for expenditure thereon; and

WHEREAS, as provided by the Secondary Highways Act of 1951 and Section 2200 et seq., of the Streets and Highways Code, Federal or Exchange funds and certain matching monies from the State Highway Fund have been apportioned to County for the construction of a Federal-aid Secondary or Exchange Dollar project selected by COUNTY in cooperation with STATE and described in Exhibit "A" hereto; and

WHEREAS, under Federal Law, STATE is required to enter into an agreement with COUNTY relative to prosecution of the said project and maintenance of the completed work.

NOW, THEREFORE, the parties agree as follows:

FILED
SEP 25 1975
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy

OLA 212 Rev. 8/74

(EXHIBIT "A")

ARTICLE I - Contract Administration

1. The project or projects described in Exhibit A, hereinafter referred to as "the project" shall be constructed as provided in this agreement.

2. Construction work:

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(a) FAS construction shall be performed by contract. STATE/COUNTY shall make final preparations for advertising, advertise and award the contract, and make payments to the contractor as the same become due.

(b) Exchange Dollar Construction may be performed by contract or by day labor at the option of the COUNTY provided the competitive bidding requirements of State or local agency laws (whichever are applicable) are met.

3. The estimated cost of the project is as shown in Exhibit A hereto. A contract for an amount in excess of said estimate may be awarded and project expenditures may exceed said estimate if both STATE and COUNTY concur in the amount of and the necessity for the excess and sufficient money is available to finance same.

4. Administration of project:

(a) If STATE is to administer the project, COUNTY shall deposit its share of the estimated cost as specified on Exhibit A with the STATE prior to the time funds are required to reimburse contractor. STATE will bill COUNTY for amount due immediately following Contract award or at option of COUNTY will submit monthly bills during the life of the Contract. Funds deposited prior to award which are in excess of requirements, will be immediately refunded to COUNTY. Should COUNTY fail to pay monies due STATE within 30 days of demand or within such other period as may be agreed between the parties hereto, STATE, acting through State Controller, shall withhold an equal amount from future apportionments due COUNTY from the Highway Users Tax Fund.

(b) If COUNTY is to administer the project, STATE shall pay the proportionate Federal and State shares of the eligible participating costs within twenty (20) days of COUNTY'S submittal of acceptable monthly progress pay estimates for expenditures on an awarded project.

(c) If the project is a cooperative project and includes work on a state highway, the project shall be the subject of a separate cooperative agreement between the State and County.

5. STATE shall exercise general supervision over FAS work and may assume full and direct control over the project whenever STATE, in its sole discretion, shall determine that STATE'S responsibility to the United States so requires.

6. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with Federal or State funds. COUNTY shall insure that work performed under this agreement is done in conformance with the rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by COUNTY for the performance of work connected with the project shall incorporate Exhibit B attached hereto.

7. Ineligible Work:

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(a) On projects subject to Federal regulations, all costs properly chargeable to the project but ruled ineligible under Federal-aid Highway Acts shall be paid by COUNTY and shall not be reimbursed by STATE.

(b) On projects subject to only STATE regulations, the Exchange Dollar Funds may be used only for road purposes (to FAS standards) on or off the Federal-aid Secondary System.

8. After completion of all work under this agreement and after all costs are known, any unused COUNTY money shall be refunded. COUNTY monies deposited for preliminary engineering, construction engineering, and contract work shall be considered to be interchangeable, and shortages of COUNTY money in one such category may be made up from unused COUNTY money in another category. When the amount of unused COUNTY money is substantial and there is an unusual delay in determining final costs, STATE shall upon request make an interim refund of the funds known to be in excess.

9. When requested by COUNTY, STATE shall arrange for payment of available project funds for royalties due a property owner for borrow material furnished to the contractor for the project under an agreement between the property owner and COUNTY which has been approved by STATE. A certified copy of such agreement must be filed with STATE.

10. When the project includes work to be performed by a railroad, the contract for such work shall be entered into by COUNTY or by STATE, at COUNTY's option. A contract entered into by COUNTY for such work must have the prior approval of STATE. In either event, COUNTY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract. At the request of COUNTY, STATE shall make direct payment of project funds to a railroad for work performed under a contract between COUNTY and the railroad.

ARTICLE II - Rights of Way

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1. Such rights of way as are necessary for the construction of the project shall be furnished by COUNTY, and no contract for the construction of the project or any portion thereof shall be awarded until the necessary rights of way have been secured. Prior to the advertising of the project COUNTY shall furnish STATE with evidence that necessary rights of way are available for construction purposes or will be available by the time bids are opened.

2. The furnishing of rights of way as provided for herein includes in addition to all real property required for the improvement, free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement, COUNTY shall pay from its funds the cost acquiring rights of way and any costs which arise out of right of way litigation, or out of delays to the contractor because utility facilities have not been removed or relocated, or because rights of way have not been made available to the contractor for the orderly prosecution of the work.

3. Whether or not Federal-aid is to be requested for right of way, should COUNTY, in acquiring right of way for FAS improvement, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in Chapter 5 of Title 23, U. S. Code. The public will be adequately informed of the relocation payments and services which will be available and to the greatest extent practicable no person lawfully occupying real property shall be required to move from his dwelling or to move his business or farm operation without at least 90-days written notice from the COUNTY. COUNTY will provide the State with specific assurance, on each project, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that COUNTY'S relocation program is realistic and is adequate to provide orderly, timely and efficient relocation of displaced persons for the project

as provided in FHWA Instructional Memorandum 80-1-71, dated April 30, 1971. Exchange Dollar projects will comply with applicable State laws.

ARTICLE III - Engineering

1. "Preliminary engineering" as used herein includes all preliminary work related to the project, including but not restricted to preliminary surveys and reports, laboratory work, soil investigations, preparation of plans, designs, and advertising. "Construction engineering" as used herein includes actual inspection and supervision of construction work, construction staking, laboratory and field testing, field reports and records, estimates, final reports, and allowable expenses of employees engaged in such activities.

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2. Preliminary and construction engineering costs included in the estimate contained in Exhibit A may be financed with project funds. The remainder of such costs shall be financed by COUNTY without reimbursement. When preliminary engineering or construction engineering costs incurred by COUNTY are to be financed with project funds, STATE shall reimburse COUNTY for services performed on the basis of the actual cost thereof to COUNTY, including compensation and expense of personnel working on the project, required materials, and automotive expense provided, however, that COUNTY shall contribute its general administrative and overhead expense. Payments for such services shall be made by STATE upon receipt of invoices from COUNTY prepared in such form and supported by such detail as may be prescribed by STATE.

3. Unless the parties shall otherwise agree in writing, COUNTY'S employees shall perform all engineering work. When preliminary or construction engineering for the project is performed by STATE, charges therefor shall include an assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with Federal funds or State-supplied matching funds or Exchange funds shall be paid from funds of COUNTY.

ARTICLE IV - Miscellaneous Provisions

1. If Federal funds are used for this project, this agreement shall have no force or effect unless and until the project is approved by the United States, nor shall any of the Federal and State matching funds provided herein be expended unless and until the Federal Government has agreed and is obligated to reimburse STATE in full for the amount of Federal funds to be expended.

2. In the event that the project is programmed on a stage construction basis, COUNTY shall complete the project to its final stage, with or without Federal aid, at such time as traffic or other conditions warrant and in a manner satisfactory to STATE. Should the work covered by this agreement involve a bridge without approaches, within a period of two (2) years after completion of the bridge, COUNTY shall cause such approaches to be constructed, with or without Federal aid, to design standards acceptable to STATE.

3. The cost of maintenance performed by COUNTY forces during any temporary suspension of the work may be charged to COUNTY funds in the project if such are available therefor.

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4. (a) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement.

(b) Neither COUNTY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work authority or jurisdiction delegated to STATE under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this agreement.

5. Auditors of STATE and the United States shall be given access to COUNTY'S books and records for the purpose of checking costs paid or to be paid by STATE hereunder. All project documents will be available for inspection by authorized State and FHWA personnel at any time during the project development and for a 3-year period after FHWA payment of final voucher, or a 4-year period from the date of final payment under the contract, whichever is longer.

6. Upon acceptance of the completed project by the awarding authority, or upon the contractor being relieved of the duty of maintaining and protecting certain portions of the work, COUNTY shall maintain the project or such portions of the work in a manner satisfactory to STATE. If, within ninety days after receipt of notice from STATE that the project or any portion thereof is not being properly maintained, COUNTY has not remedied the conditions complained of to STATE'S satisfaction, STATE may withhold the programming of further Federal-aid secondary projects of COUNTY until the project shall have been put in a condition of maintenance satisfactory to STATE.

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7. The maintenance referred to in the preceding paragraph includes not only the preservation of the general physical features of the roadway, roadside, and surfacing, but also all safety and regulatory features, devices and appurtenances built into the project, and none of said safety features, devices and appurtenances shall be removed, eliminated or decreased in effectiveness without the prior approval of STATE. Safety features to be maintained include a roadside clear of utilities and other obstructions or features which may be a hazard to a motorist who inadvertently leaves the traveled way. No utility pole, tower, or other obstruction shall be placed within the right of way without the prior approval of governing body of the jurisdiction in which the project is located and, where clearances to the traveled way are less than those prescribed by STATE, without prior approval of STATE.

ARTICLE V - Accommodation of Utilities

Utility facilities (as defined in U. S. FHWA Policy and Procedure Memorandum 30-4.1) may be accommodated on the right-of-way provided such use and occupancy of the highway right-of-way does not interfere with the free and safe flow of traffic or otherwise impair the highway or its scenic appearance; and provided a Use and Occupancy Agreement, setting forth the terms under which the utility facility is to cross or otherwise occupy the highway right-of-way, is executed by the COUNTY and OWNER. The Use and Occupancy agreement setting forth the terms which under the utility facility is to cross or otherwise occupy the highway right-of-way must include the provisions set forth in Section F-11.04 of the LOCAL ASSISTANCE MANUAL published by the STATE, unless otherwise approved by the STATE.

ARTICLE VI - Condition of Acceptance

As a condition of acceptance of the Federal-aid, State Matching, and/or Exchange monies provided for this project, COUNTY will abide by the Federal and State policies and procedures pertaining to the Local Federal-aid Secondary Program.

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IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

HEINZ HECKEROTH
Assistant Director, Highways

By _____
Chief, Office of Local Assistance

Approval Recommended:

Sam Helsley
District Director of Transportation

COUNTY OF YOLO

By x Betty A. Marchand
Chairman, Board of Supervisors

Micro Fiched

ATTEST: LAURENCE P. HENIGAN
Clerk, Board of Supervisors

By _____ DEPUTY

Approved as to Form
Dated .....

County Counsel of Yolo County

ARTICLE VII - Project Location and Description of Work Proposed:

Location: FAS Project RS-1153(1) on County Road 87 from 0.4 mile South to 0.2 miles North of Cache Creek.

Net Length: 0.6 mile

Description of Work: Construct Bridge and Approaches on a Two-Lane County Road

ARTICLE VIII - Proposed Project Funding:

Cost:

Preliminary Engineering by Department	$ 1,000
Contract Total	771,000
Construction Engineering by Department	1,000
TOTAL COST	$ 773,000

Financing:

Federal-aid Secondary Funds	$ 416,426
State Highway Matching Funds	210,521
County Funds	146,053

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ARTICLE IX: Special Covenants

Holdover Clauses

(a) Pursuant to the authority contained in Section 2212 of the Streets and Highways Code, it is agreed between the parties hereto that the apportionments of Federal-Aid Secondary and State Highway Matching funds to Yolo County for the three successive fiscal years ending June 30, 1976, shall be combined for this project. Also to be combined in this project are any available balances from previous fiscal year apportionments.

(b) The County will submit plans, specifications, estimates and the right of way certification by October 1, 1976.

EXHIBIT B

ARTICLE X - Nondiscrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Micro Fiched

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

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6. Incorporation of Provisions: The contractor shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

AGREEMENT NO. 75-286 Paula C. Corral

(Agreement to Provide Alcohol Education Services)

THIS AGREEMENT, made and entered into this 15th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and AL ELLWOOD, hereinafter called CONTRACTOR,

W I T N E S S E T H:

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RECITALS:

1. CONTRACTOR has developed a course in the furtherance of rehabilitation of persons who have been cited for drunk driving.
2. The persons who utilize the services of CONTRACTOR are referred to CONTRACTOR principally from the Courts of COUNTY, Mental Health Services, and the Probation Department.
3. A description of said Course is attached hereto, marked Exhibit "A" and incorporated herein.
4. CONTRACTOR agrees to perform these services for COUNTY under the terms and conditions set forth in the Agreement.

XEROX COPY

AGREEMENTS:

1. Description of Services. The services to be performed by CONTRACTOR shall include but not be limited to the following:
   A. Preparation and administration of the Course monthly, as outlined in Exhibit "A" in a manner acceptable to the Program Chief.
   B. Collection from the participants prior to participation in the Course a non-refundable application fee of Twenty-five ($25.00) Dollars per person and shall thereupon issue a receipt to the participant and deposit said funds with the County Mental Health Services.
   C. CONTRACTOR shall prepare and maintain comprehensive record

and reports of attendance, fees collected, and all other data which will enable COUNTY to audit the performance of this program. Said records shall be maintained for not less than four (4) fiscal years from the date of entry into the records.

D. Scheduling referrals for class attendance.

E. Communications with referring agencies regarding class attendance of their referrals.

F. Supplying class materials and any other necessary program supplies.

G. Maintaining per segment a participant-instructor ratio of no greater than 15:1 and no less than 3:1.

H. Maintaining office hours to receive referrals and answer inquiries of the participants and the community.

I. Attend the County Alcohol and Other Drug Abuse staff meetings monthly.

2. Performances by COUNTY. COUNTY shall provide to CONTRACTOR the following:

A. Supplying existing audio-visual equipment and 16mm films used in presenting the Course.

B. Supplying space as necessary for the actual instruction of the Course.

C. Supplying stationery when COUNTY letterhead is necessary.

3. Payment.

A. COUNTY shall pay to CONTRACTOR from the account of said collected funds, and that account only, the sum of Five ($5.00) Dollars per segment per person attending that segment who has theretofore paid the admission fee to CONTRACTOR.

B. Such payments shall be made by COUNTY to CONTRACTOR monthly upon submission of a claim to COUNTY countersigned and approved by the Director of Mental Health Services setting

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forth the name of each participant attending the sessions for which compensation is sought.

C. No more than four (4) segments of service shall be compensible per participant per enrollment.

4. Relationship of the Parties. In the performance of the duties and obligations devolving upon CONTRACTOR under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and is not an employee or agent of COUNTY for any purpose. It is understood that CONTRACTOR is free to contract for similar services to be performed for others while he is under contract with COUNTY so long as such services do not interfere with the discharge of the obligations and duties under this Agreement.

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5. Liability.

A. The services to be performed under this Agreement will be performed entirely at CONTRACTOR's risk, and CONTRACTOR assumes all responsibility for the condition of tools and equipment used in the performance of this contract.

B. CONTRACTOR will carry, for the duration of this Agreement, public liability insurance acceptable to COUNTY.

C. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

6. Amendments. The body of this Agreement, together with the Exhibits attached hereto fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

7. Term. This Agreement shall commence on September 18, 1975 and terminate June 30, 1976. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intention.

8. Other Agreements. This Agreement supersedes all other agreements between the parties for Alcohol Education Services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Paula C. Corral
DEPUTY

(SEAL)

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Al Ellwood
AL ELLWOOD

MENTAL HEALTH SERVICES

BY C P Thomson
PROGRAM CHIEF

EXHIBIT "A"

Course Outline

SEGMENT #1 DRIVING WHILE INTOXICATED TWO HOURS

A. Written review of activities 12 hours prior to arrest. (Self-evaluation by participant)

B. Discussion on effects of driving abilities while drinking.

C. Film: Point Zero Eight

D. Discussion of laws, statistics, and attitudes.

E. Film: Highways of Agony or So Long, Pal.

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F. 1. Reading Material: Alcohol Causes Half of Nation's Road Deaths.

2. What Happens in High-Speed Auto Smash.

SEGMENT #2 PHYSICAL AND EMOTIONAL HAZARDS TWO HOURS

A. Discussion of possible consequences of chronic and heavy drinking.

B. Discussion on alcohol abuse and alcoholism.

C. Film: The Causes and Dynamics of Alcoholism or Chalk-Talk

D. Reading Material: Alcohol, with all its joys and sorrows - Has its Primary effect on the brain.

SEGMENT #3 PROBLEM DRINKING TWO HOURS

A. Evaluation of personal problems with alcohol.

B. Recognized alcohol problem test: John Hopkins; A. A. Twenty Questions; Michigan Alcohol Screening Test.

C. Written assignment: Essay on How You Will Avoid Future Alcohol Related Problems.

D. Film: Biography of a Problem Drinker or equivalent.

SEGMENT #4 OVERCOMING PROBLEMS TWO HOURS

A. Review of personal essays

B. Review of test

C. Mental Health Counselor, A. A. representative, or other qualified guest speaker(s).

D. Formal and anonymous evaluation of OWI education program by students.

FILED

OCT 16 1975

LAURENCE P. HENCKEN, Clerk
By: Paula C. Corral
Deputy

AGREEMENT NO. 75-237

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into this 15th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YOLO COUNTY GOVERNMENT EMPLOYEES ASSOCIATION, an employee organization within the meaning of the Meyers-Milias Brown Act, hereinafter referred to as ASSOCIATION.

W I T N E S S E T H:

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RECITALS:

1. Scope of Unit and Recognition. This agreement relates to and affects only the General Unit. In accordance with the provisions of Resolution No. 72-75, Employer-Employee Relations Policy of the County of Yolo, and law, the Board of Supervisors of COUNTY by Minute Order No. 72-1447, duly designated ASSOCIATION as the recognized employee organization for the General Unit. That Minute Order duly designated the Unit to consist of all County employees excluding the Sheriff's Department personnel and elected officers. Thereafter, in accordance with the provisions of said Resolution No. 72-75 and law, the Board of Supervisors of COUNTY by Minute Order No. 74-1367 duly excluded from the General Unit positions in certain Classifications described therein. The representation unit designated by Minute Order No. 72-1447 as modified by Minute Order No. 74-1367 is hereinafter referred to as Unit or the General Unit. Subject to the provisions of law and said Resolution No. 72-75 as now in effect or as hereafter amended ASSOCIATION is the recognized employee organization in the General Unit for the term of this Agreement and for such period thereafter as is provided by law. The General Unit is particularly described as set forth in Exhibit "A" attached

hereto.

2. Meeting and Conferring. Representatives of the Board of Supervisors of COUNTY and representatives of ASSOCIATION have met and conferred regarding wages, hours, and other terms and conditions of employment and employer-employee relations concerning the General Unit pursuant to the provisions of the Meyers-Milias-Brown Act and said Resolution No. 72-75.

3. Agreement. Agreement has been reached by the representatives of COUNTY and ASSOCIATION and both desire jointly to prepare a written ememorandum of such understanding which shall not be binding, to present to the governing body for determination pursuant to the provisions of Government Code Section 3505.1.

AGREEMENTS:

1. Salary Changes.

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A. Agreement on Salary Survey. Each of the parties has made a salary survey of certain classifications within the General Unit and the parties have met and conferred on the survey and relationships between classifications and hereby agree that the proper range to be assigned to each classification as of July 1, 1975, in the General Unit is as set forth in Exhibit "B" attached hereto.

B. Implementation of Salary Survey. Except as set forth hereinafter in Subparagraph C, D and E, COUNTY agrees to amend its Salary Ordinance so as to establish the salaries for each classification in the General Unit at the range set forth in said Exhibit "B" effective July 1st, 1975.

C. Minimum Adjustment. COUNTY agrees to amend its Salary Ordinance so as to establish the salaries for each classification set forth in Exhibit "C" attached hereto at the range set forth in said Exhibit "C" effective July 1st, 1975. The basic pay plan for those ranges is set forth in Exhibit "D" attached hereto.

D. Combination Adjustment. COUNTY agrees to amend its salary ordinance so as to establish the salaries for each classification set forth in Exhibit "E" attached hereto at the range set forth in said Exhibit "E" effective July 1st, 1975. The basic pay plan for those ranges is set forth in Exhibit "F" attached hereto.

E. New Classifications. COUNTY has established or proposes to establish certain classifications effective after July 1, 1975. Effective as of the effective date of establishment of the classifications the ranges for the following classes shall be as follows:

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Accountant II	R 27
Administrative Clerk	MA 15.5
Associate Planner	R 29.5
Librarian III	R 27.5
Mental Health Counselor I	CS 26
Mental Health Counselor II	R 28
Mental Health Nurse I	MA 23.5
Mental Health Nurse II	MA 25.5
Mental Health Worker I	MA 12
Mental Health Worker II	MA 14
Nursing Assistant	R 13.5
Occupational Therapist Consultant	CS 26.5
Park Maintenance Foreman	MA 22
Park Maintenance Man I	MA 17
Park Maintenance Man II	MA 19
Tax Accountant	MA 23

This agreement neither requires the establishment of these classifications nor prevents the establishment of other classifications.

F, COUNTY agrees in addition to the foregoing provisions to amend its Salary Ordinance so as to establish the salary for Chief Deputy District Attorney at Range 39.5 effective January 1, 1976.

G. Salary Administration Provisions.

1) Action July 1, 1975. In determining the step within a range for an employee subject to a merit step increase, promotion, range change, demotion, or reclassification granted to be effective as of July 1, 1975, the step within a range shall be determined as if the ordinance

implementing this Agreement had been enacted before that date so as to be effective on that date.

2) Later Action Before Ordinance

In determining the step within a range for an employee subject to a merit step increase, promotion, range change,demotion, or reclassification granted to be effective after July 1st, 1975, but before the ordinance implementing this Agreement, the step within a range shall be determined as if that ordinance had been in effect on July 1st, 1975.

3) Salary on Promotion

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The following provision shall supersede and prevail over the provisions on Section 2-6.15 of the Yolo County Code effective July 1, 1975:

> Any regular employee who is promoted to a position within a class having a higher salary range than the class of position which he formerly occupied shall receive the nearest higher monthly salary in the new salary range as of the date upon which the appointment becomes effecrive; provided, however, that said salary shall be no less than one full step (excluding half steps) higher than the salary received by the employee before the promotion. One full step refers to the salary specified in the basic pay plan for the position formerly held that is the corresponding merit step in the range one full range higher than that held by the employee in the former position. For the purposes of further step increases within the range, such employee shall receive a new anni-

versary date as provided in subsection (a) of Section 2-6.14 of the Yolo County Code.

4) Salary on Reclassification

The following provision shall supersede and prevail over the provisions of Subsection (b) of Section 2-6.19 of the Yolo County Code effective July 1, 1975:

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If the position is reclassified to a class having a higher salary range, the employee so appointed shall receive the next higher salary in the new salary range as of the date upon which the appointment becomes effective. The employee shall receive a new anniversary date upon appointment. Notwithstanding the foregoing, upon reclassification any employee in the General Unit so appointed shall receive no less than one full step (excluding half steps) increase in salary. One full step refers to the salary specified in the basic pay plan in which the position was formerly classified that is the merit step corresponding to the employee's former merit step in the range one full range higher than that in which the position was formerly classified.

H, Further Adjustment. COUNTY agrees further to amend its Salary Ordinance effective July 1st, 1976 so as to increase the salaries in all classifications in the General Unit by 5-1/2 percent.

2. Family Protection.

A. Dental Plan. COUNTY agrees to retain the existing dental plan at the existing level of benefits or above and the County contribution thereto shall remain as at present.

B. Medical Plan

1) Maintenance of Plan. COUNTY agrees to continue to pay a portion of the premiums, dues or charges of each eligible County officer or employee within the General Unit who choses to participate in a plan providing hospital, medical and surgical benefits, all on a group insurance or service basis approved by the Board of Supervisors. The portion paid by the County shall be the amount of premium, dues or charges for the eligible County officer or employee and one dependent imposed by the least expensive plan approved by the Board of Supervisors. For the purpose of this provision "eligible County officer or employee" shall be County officers and regular employees serving twenty (20) or more hours a week.

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2) Additional Benefit. COUNTY agrees to seek to modify the provisions of the policy with Pacific Standard Life Insurance Company to increase the level of proposed maximum benefits to those set forth in the letter addressed to and approved by Lynn F. Edwards from Erwin W. Meier, County Executive, dated May 1st, 1975, a copy of which is attached hereto marked Exhibit "G". In addition, COUNTY agrees to pay any increase in premium imposed for such increase in benefits for the eligible County officer or employee and one dependent as defined above. This premium shall become that defined as that for the least expensive plan described in subparagraph B. 1) above.

3) Effective Date. To the extent permitted by the Pacific Standard Life Insurance Company, COUNTY agrees to make the changes in the medical plan provisions of this Agreement effective on July 1st, 1975, or as soon

thereafter as possible. The date of any change in COUNTY's contribution for all medical plans shall be the date these changes are effective.

3. Career Incentive. COUNTY agrees to establish a career incentive plan as to employees in the General Unit with the following provisions:

A. Steps. Steps F and G shall be added to the basic pay plan established for the General Unit in the amounts set forth in Exhibits D, F, and H attached hereto.

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B. Advancement. Advancement to Steps F and G shall be governed by the rules for merit step increases. An employee shall be eligible for advancement to the F Step of the Salary range on the employee's anniversary date after five (5) years continuous service rendered after July 1st, 1971 on the E Step in a particular classification. An employee shall be eligible for advancement to the G Step of the Salary range on the employee's anniversary date after five (5) years continuous service on the F Step in a particular classification.

C. Implementation. COUNTY agrees to amend its Salary Ordinance so as to establish this Career Incentive Plan.

4. Reclassification.

A. Amendment of Code. COUNTY agrees to amend § 2-6.19 of the Yolo County Code by the addition thereto of Paragraph (d) to read as follows:

(d) A reclassification ordered by the Board of Supervisors in response to a request filed with the Employee Relations Panel for a position in the General Unit shall become effective as of the filing deadline next following the date the request was filed. The filing deadlines for such requests are as follows:

(1) February 1st

(2) May 1st

(3) August 1st

(4) November 1st

B. Superseding Effect. The provisions of Yolo County Code § 2-6.19(d) as agreed to herein shall prevail over and supersede the provisions of Items 1, 2, 3 and 4 (which set a twice a year schedule for reclassification requests) of Minute Order No. 74-1200 insofar as they apply to employees in the General Unit.

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5. Other Matters. The parties agree that no agreement was reached on other matters discussed and that COUNTY is not obligated to make any changes regarding them.

6. Term. If the Board of Supervisors makes its final determination adopting this Agreement, this Agreement shall remain in full force and effect from and after the date of such adoption to and including June 30th, 1977.

7. Saving Clause. If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any such tribunal, the remainder of this Agreement shall not be affected thereby.

8. Waiver. COUNTY and ASSOCIATION agree that:

A. except as provided hereinafter, or as to other matters mutually agreed upon, COUNTY shall not be required to meet or confer with respect to any subject matter or matters pertaining to or covered by this Agreement or other matters within the scope of representation for the fiscal year 1975-76;

B. For the fiscal year 1976-77, COUNTY shall not be required to meet or confer with respect to salaries or wages or adjustments thereto based on a salary survey or increase

in the cost of living or with respect to career incentives or any other proposal for modifying or granting monetary benefits or rewards based on or measured by longevity, in whole or in party, provided, however, the parties agree not to foreclose meeting and conferring on establishment or modification of F or G Steps no more than an average of 2-1/2 percent above the preceding steps in the basic pay plans.

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C. provided, however, if any portion of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, COUNTY is authorized to take immediate action to achieve compliance with law, and the COUNTY shall provide ASSOCIATION with an opportunity to meet and confer with respect to further action to accommodate the agreements contained herein to law.

9. Implementation. The Board of Supervisors will amend its written policies and take such other action by resolution or otherwise as may be necessary in order to give full force and effect to the provisions of this Memorandum of Understanding.

10. Past Agreements. Except as thos Memorandum of Understanding shall otherwise provide, all terms and conditions of employment as established by past Memoranda of Understanding entered into between the COUNTY and ASSOCIATION shall continue in force during the term of this Memorandum of Understanding and said provisions shall be deemed to be those provisions set forth in the list contained in Exhibit "I" attached hereto and the list set forth in said Exhibit "I" shall supersede the prior memoranda.

11. Matters Excluded from this Memorandum of Understanding. The following matters are excluded from this Memorandum of Understanding and the parties agree to meet and confer regarding them. Meet and Confer sessions shall commence on or before October 1, 1975.

A. Holidays. See Minute Order No. 75-782

B. Extension of Grievance Procedure to Employees Governed by the State Merit System. See Minute Order No. 75-850

C. Mileage Allowances.

D. Revision of Yolo County Grievance Procedure.

E. Review and Revision of Consistency and pattern of Basic Pay Plan Salary Schedules; provided, however, the difference between full ranges and full steps within ranges shall not exceed an average of five (5) percent and the difference between half ranges and half steps within ranges shall not exceed an average of 2-1/2 percent.

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12. Job Specifications. COUNTY agrees to cause its Personnel Director to give ASSOCIATION immediate notification of adopted changes in job specifications.

13. Revision of Personnel Regulations. COUNTY agrees to activate the Committee heretofore established to review and recommend revisions of the Personnel Regulations of the County of Yolo

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding this 15th day of September, 1975.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
ARTHUR H. EDMONDS

BY _____
WILLIAM E. DUNCAN

Designated Representatives

YOLO COUNTY GOVERNMENT EMPLOYEES ASSOCIATION

BY _____
BARTON HENDRIX

BY _____
LYNN F. EDWARDS

Designated Representatives

APPROVED by final determination of the Board of Supervisors of the County of Yolo, this 15th day of September, 1975.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Paula C. Corral
DEPUTY

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(SEAL)

EXHIBIT "A"
DESCRIPTION OF THE GENERAL UNIT

The General Unit includes all employees of the County of Yolo except:

1. Elected Officers

2. All employees in the Sheriff's Department (See Minute Order No. 73-113)

3. The following classifications which were ordered excluded from the General Unit by Minute Order No. 74-1367:

Building Inspection	Chief Building Inspector Chief Deputy Building Inspector
Communications	Director of Communications
County Counsel	Chief Deputy County Counsel
County Executive	Assistant County Executive
Emergency Services	Deputy Director of Emergency Services
County Hospital	Hospital Administrator
Library	County Librarian
Personnel	Personnel Director
Parks	Director of Parks
Planning	Director of Planning Assistant Director of Planning
Probation	County Probation Officer Assistant County Probation Officer
Public Defender	Public Defender Assistant Public Defender
Public Health	Director of Public Health Assitant Director of Public Health
Public Works	Director of Public Works Deputy Director of Public Works Assistant Director of Public Works
General Services and Purchasing	Director of General Services & Purchasin Chief Deputy Purchasing Agent
Superior Court	Marriage Counsellor
Veterans Service Officer	Veterans Service Officer
Welfare	County Welfare Director Assistant Welfare Director
Youth Services Bureau	Youth Service Bureau Coordinator
County Counsel	County Counsel
County Executive	County Executiv e

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EXHIBIT "B"

SALARY RANGES FOR CLASSIFICATIONS IN THE GENERAL UNIT BASED ON SALARY SURVEY AND INTERNAL RELATIONSHIPS AS AGREED TO IN MEETING AND CONFERRING FOR FISCAL YEAR 1975-76

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JOB TITLE	OLD	NEW
Account Clerk I	13	13.5
Account Clerk II	15	15.5
Account Clerk III	17	17.5
Accountant I	23	24
Accountant Trainee	20	21
Administrative Accountant I	23.5	17
Administrative Accountant II	28	32
Administrative Analyst	29.5	31
Administrative Services Officer I	26.5	28
Administrative Services Officer II	31.5	31.5
Affirmative Action Coordinator	27	28.5
Agricultural Inspector I	20	21
Agricultural Inspector II	23	24
Agricultural Inspector III	25.5	26.5
Animal Control Officer I	17	17.5
Animal Control Officer II	18	18.5
Animal Shelter Attendant	12	13.5
Appraiser I	20.5	22.5
Appraiser II	23.5	25.5
Appraiser III	25	27.5
Assessment Clerk I	15	16
Assessment Clerk II	17	18
Assessment Roll Supervisor	23	24.5
Assistant Assessor	32	34.5
Assistant Auditor Controller	32	34.5
Assistant Civil Engineer without registration	27.5	28.5
Assistant Civil Engineer with registration	28.5	29.5
Assistant County Clerk	23	26.5
Assistant County Clerk, Elections	23	24.5
Assistant County Recorder	17.5	22.5
Assistant Planner	23	26
Assistant Storekeeper	14	15
Assistant Superintendent of Juvenile Hall	25.5	27.5
Assistant Treasurer/Tax Collector	25	28
Associate Civil Engineer	31	32
Attorney I	26.5	27.5
Attorney II	30.5	31.5
Attorney III	32.5	34.5
Attorney IV	34	36
Auditor I	23	24
Auditor II	26	27
Auditor III	28	29
Auditor Appraiser I	22.5	23.5
Auditor Appraiser II	25	26
Auditor Appraiser III	27	28.5
Auditor Trainee	20	21
Board of Supervisors Clerk	21	23
Board of Supervisors Assistant Clerk	16	18
Bookmobile Driver	14.5	17
Bridge Maintenance Foreman	22	24.5
Bridge Maintenance Man I	17	19.5

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	JOB TITLE	OLD	NEW
2	Bridge Maintenance Man II	19	21.5
	Building Craftsman	21.5	22
3	Building Inspector I	22.5	24.5
	Building Inspector II	24.5	26.5
4	Building Maintenance Man I	17	19.5
	Building Maintenance Man II	20.5	21.5
5	Buyer	18	23
	Cadastral Draftsman	19	20.5
6	Chief, Animal Control Division	24.5	25.5
	Chief Appraiser	29.5	32.5
7	Chief Deputy District Attorney	36	39
	Chief of Environmental Health	31	32.5
8	Chief of Public Health, Laboratory Services	29	29.5
	Chief of Public Health, Nursing Services	31	32
9	Civil Engineering Associate	29	30
	Clinical Psychologist	30	32.5
10	Clinic Physician	41.5	41.5
	Collection Assistant	15	16
11	Collection Manager	19	25
	Communications Operator I	15	17.5
12	Communications Operator II	17	19.5
	Communications Technician II	23	25.5
13	Community Health Worker I	15	16.5
	Community Health Worker II	16.5	18
14	Community Health Worker III	18.5	20
	CommunityResources Coordinator	20	21
15	Cook I	12.5	15
	Cook II	15.5	18
16	Computer Operator	19.5	20
	Construction Engineer	26	27
17	Coordinator of Alcohol and Drug Abuse Program	31	33.5
	County Printer	18	18
18	County Trapper	16.5	18.5
	Crafts Consultant	8	9
19	Crippled Children Services Worker	16.5	18'
	Custodial Foreman	17	18.5
20	Custodian	13	14.5
	Data Processing Director	32	34.5
21	Departmental Secretary	16	18
	Deputy Agricultural Commissioner	27	28
22	Director of Nursing Services	31	33.5
	District Road Foreman	24	26.5
23	District Welfare Supervisor	27.5	28.5
	EDP Control Clerk	20	21
24	Election Clerk	12.5	13.5
	Electronic Technician	21	23.5
25	Eligibility Supervisor I	20	21.5
	Eligibility Supervisor II	24	25.5
26	Eligibility Worker I	14.5	16
	Eligibility Worker II	16.5	18
27	Eligibility Worker III	18.5	20
	Engineering Aide I	15.5	16
28	Engineering Aide II	19.5	20
	Engineering Technician I	23	24
29	Engineering Technician II	24.5	25.5
	Equipment Mechanic	20.5	22
30	Equipment Serviceman	16	17.5
	Equipment Serviceman Trainee	14	15.5
31	Family Nurse Practitioner	28	30.5
	Field Assistant	19	20
32	Food Service Assistant	9.5	12.5

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JOB TITLE	OLD	NEW
Food Service Superivsor	18.5	21
General Clerk I	8.5	9.5
General Clerk II	11	12
General Clerk III	14	15
General Laborer	13	15.5
Groundsman II	17	18
Group Counselor I	16	19
Group Counselor II	20	22
Group Counselor III	23.5	25.5
Group Home Counselor I	16	19
Group Home Counselor II	20	22
Health Educator	28	28
Heavy Equipment Mechanic	21.5	23
Homemaker I	9.5	11
Homemaker II	10.5	12
Homemaker III	12.5	14
Housekeeper	9.5	14.5
Housekeeper Supervisor	17	18.5
Intern I	15	20
Intern II	18	20
Interviewer	14.5	16
Investigator I	24.5	26
Investigator II	25.5	27
Justice Court Clerk I	13.5	14
Justice Court Clerk II	15	15.5
Justice Court Clerk III	16	17
Juvenile Training & Transportation Officer	15.5	18.5
Key Punch Operator	13.5	14
Labor Foreman	21	23.5
Laboratory Assistant	11	12.5
Laboratory Technician	14.5	16
Laboratory Technologist I	23.5	25
Laboratory Technologist II	25.5	27
Legal Process Clerk	14	15
Legal Secretary	18	19
Legal Stenographer	14	15
Librarian I	20	21
Librarian II	23	24.5
Library Assistant I	9.5	12
Library Assistant II	12.5	15
Library Assistant III	14.5	17
Library Cataloguer	19	20
Library Technician	16.5	17.5
Licensed Vocational Nurse	14.5	16
Manpower Coordinator	27	28.5
Medical Records Librarian	22.5	22.5
Medical Transcriber	14	15
Mental Health Aide	11.5	11.5
Mental Health Counselor	26	27
Mental Health Nurse	23.5	24
Mental Health Nurse Consultant	28	29.5
Microfilm Operator	15	16
Mini-Bus Driver	15.5	18
Nurse's Aide	10.5	13.5
Occupational Assistant I	12	12
Occupational Assistant II	13	13
Office Machines Operator	15	15.5
Office Manager	19	21
ON-Call Case Consultant	12	13
Orderly	11.5	13.5
Paraprofessional Aide	9.5	10.5

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JOB TITLE	OLD	NEW
Personnel Analyst I	22.5	24
Personnel Analyst II	26	27.5
Personnel Assistant	21	22.5
Pharmacist	28.5	30
Planning Technician	20.5	23.5
Probation Aide	15	17
Probation Diversion Program Director	27.5	29.5
Probation Officer I	20	22
Probation Officer II	23.5	25.5
Probation Officer III	25.5	27.5
Program Assistant	26	27
Program Chief, Mental Health Services	46	46
Programmer Analyst I	23	24.5
Programmer Analyst II	26	27.5
Programmer Analyst III	28.5	30
Programmer Analyst Trainee	20	21.5
Psychiatric Social Worker I	25	26
Psychiatric Social Worker II	27	28
Psychiatrist	44	44
Public Health Microbiologist	24.5	26
Public Health Nurse I	23.5	25
Public Health Nurse II	25.5	27
Purchasing Assistant	22	27
Recorder Clerk	12.5	13.5
Recreation Assistant	8	9
Recreation Coordinator	10.5	11.5
Refuse Disposal Attendant I	17	19.5
Refuse Disposal Attendant II	20	22.5
Refuse Disposal Superintendent	24	26.5
Right-of-Way Agent	26	27
Road Maintenance Man I	15	17.5
Road Maintenance Man II	17	19.5
Road Maintenance Man III	19	21.5
Road Maintenance Man IV	21	23.5
Road Maintenance Superintendent	26	28.5
Sanitarian I	21	23
Sanitarian II	24	26
Sanitarian III	26	28
Sanitation Aide I	15	17
Sanitation Aide II	17	19
Secretary to the County Executive	17.5	19.5
Senior Appraiser	26.5	29.5
Senior Building Craftsman	23.5	24
Senior Cadastral Draftsman	22	23.5
Senior County Printer	20	20
Senior Election Clerk	14	15
Services and Supplies Clerk	15	16
Shop Foreman	24	25.5
Social Service Practitioner	25	26
Social Service Supervisor I	25.5	26.5
Social Service Supervisor II	28	29
Social Service Supervisor III	29	30
Social Service Worker I	19	20
Social Service Worker II	21.5	22.5
Social Service Worker III	23.5	24.5
Staff Coordinator	22.5	23.5
Staff Nurse I	21.5	22
Staff Nurse II	23.5	24
Standards Evaluator & Sales Analyst	28	31
Stenographer Clerk I	10.5	11.5
Stenographer Clerk II	13.5	14.5

JOB TITLE	OLD	NEW
Stenographer Clerk III	15.5	16.5
Storekeeper	17	18
Street Sweeper Operator	17	19.5
Superintendent of Buildings	27.5	30
Superintendent of Juvenile Hall	28	30
Superior Court Clerk I	16	18
Superior Court Clerk II	17	19
Superior Court Secretary	16	19
Superior Court Secretary/Jury Commissioner	19	22
Supervising Account Clerk	19	20.5
Supervising Auditor-Appraiser	28.5	31
Supervising Clerk I	16	17
Supervising Investigator	27.5	30.5
Supervising Laboratory Technologist	26.5	28
Supervising Legal Secretary	19	22
Supervising Nurse	25.5	28
Supervising Probation Officer	29	31
Supervising Public Health Nurse	27.5	29
Supervising Weights & Measures Inspector	26	26.5
Surgery Technician	14.5	16
Tax Account Clerk	17	18
Traffic Maintenance Foreman	21.5	24
Traffic Maintenance Man I	17	19.5
Traffic Maintenance Man II	19	21.5
Training Officer	26	27
Tree Trimmer	21	23.5
Typist Clerk I	9.5	10.5
Typist Clerk II	12	13
Typist Clerk III	14	15
Veteran's Service Assistant I	14.5	16.5
Veteran's Service Assistant II	19	21
Ward Clerk	10.5	13
Weed and Vertebrate Control Supervisor	24	26.5
Weed and Vertebrate Control Operator I	18	20.5
Weed and Vertebrate Control Operator II	19	21.5
Weights and Measures Inspector I	20.5	21
Weights and Measures Inspector II	23	23.5
Welfare Investigator	23.5	25
X-Ray Technician I	18	20
X-Ray Technician II	21	23

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EXHIBIT "C"

CLASSIFICATIONS AFFECTED BY MINIMUM ADJUSTMENT PROVISIONS

CLASSIFICATION	SALARY RANGE
Account Clerk I	MA 13
Account Clerk II	MA 15
Account Clerk III	MA 17
Accountant I	MA 23
Accountant Trainee	MA 20
Administrative Service Officer II	MA 31.5
Agricultural Inspector I	MA 20
Agricultural Inspector II	MA 23
Animal Control Officer I	MA 17
Animal Control Officer II	MA 18
Animal Shelter Attendant	MA 12
Assessment Clerk I	MA 15
Assessment Clerk II	MA 17
Assistant Storekeeper	MA 14
Auditor I	MA 23
Auditor Trainee	MA 20
Auditor Appraiser I	MA 22.5
Building Craftsman	MA 21.5
Building Maintenance Man II	MA 20.5
Chief of Public Health Lab Services	MA 29
Clinic Physician	MA 41.5
Collection Assistant	MA 15
Community Resources Coordinator	MA 20
Computer Operator	MA 19.5
County Printer	MA 18
Crafts Consultant	MA 8
Custodian	MA 13
EDP Control Clerk	MA 20
Elections Clerk	MA 12.5
Eligibility Worker I	MA 14.5
Engineering Aide I	MA 15.5
Engineering Aide II	MA 19.5
Engineering Technician I	MA 23
Equipment Serviceman Trainee	MA 14
Field Assistant	MA 19
General Clerk I	MA 8.5
General Clerk II	MA 11
General Clerk III	MA 14
Groundsman II	MA 17
Health Educator	MA 28
Homemaker I	MA 9.5
Homemaker II	MA 10.5
Homemaker III	MA 12.5
Justice Court Clerk I	MA 13.5
Justice Court Clerk II	MA 15
Justice Court Clerk III	MA 16
Key Punch Operator	MA 13.5
Interviewer	MA 14.5
Laboratory Assistant	MA 11
Laboratory Technician	MA 14.5
Legal Process Clerk	MA 14
Legal Stenographer	MA 14
Legal Secretary	MA 18
Librarian I	MA 20
Library Cataloguer	MA 19
Library Technician	MA 16.5

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CLASSIFICATION	SALARY RANGE
Licensed Vocational Nurse	MA 14.5
Medical Records Librarian	MA 22.5
Medical Transcriber	MA 14
Mental Health Aide	MA 11.5
Mental Health Nurse	MA 23.5
Mental Health Worker I	MA 12
Mental Health Worker II	MA 14
Microfilm Operator	MA 15
Occupational Assistant I	MA 12
Occupational Assistant II	MA 13
Office Machine Operator	MA 15
On Call Case Consultant	MA 12
Paraprofessional Aide	MA 9.5
Program Chief, Mental Health Services	MA 46 Micro Fiched
Psychiatrist	MA 44
Recorder Clerk	MA 12.5
Recreation Assistant	MA 8
Recreation Coordinator	MA 10.5
Senior Building Craftsman	MA 23.5
Senior County Printer	MA 20
Senior Election Clerk	MA 14
Services and Supplies Clerk	MA 15
Social Service Worker I	MA 19
Social Service Worker II	MA 21.5
Social Service Worker III	MA 23.5
Staff Coordinator	MA 22.5
Staff Nurse I	MA 21.5
Staff Nurse II	MA 23.5
Stenographer Clerk I	MA 10.5
Stenographer Clerk II	MA 13.5
Stenographer Clerk III	MA 15.5
Storekeeper	MA 17
Supervising Clerk I	MA 16
Supervising Weights & Measures Inspector	MA 26
Surgery Technician	MA 14.5
Tax Account Clerk	MA 17
Typist Clerk I	MA 9.5
Typist Clerk II	MA 12
Typist Clerk III	MA 14
Weights and Measures Inspector I	MA 20.5
Weights and Measures Inspector II	MA 23

EXHIBIT "D"

MINIMUM ADJUSTMENT BASIC PAY PLAN

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Salary Range	A	B	C	D	E	F*	G*
MA8.0	480	501	524	548	573	586	600
MA8.5	491	512	536	560	586	600	613
MA9.0	501	524	548	573	600	613	628
MA9.5	512	536	560	586	613	628	641
MA10.0	524	548	573	600	628	641	656
MA10.5	536	560	586	613	641	656	671
MA11.0	548	573	600	628	656	671	686
MA11.5	560	586	613	641	671	686	702
MA12.0	573	600	628	656	686	702	717
MA12.5	586	613	641	671	702	717	735
MA13.0	600	628	656	686	717	735	750
MA13.5	613	641	671	702	735	750	768
MA14.0	628	656	686	717	750	768	786
MA14.5	641	671	702	735	768	786	803
MA15.0	656	686	717	750	786	803	823
MA15.5	671	702	735	768	803	823	842
MA16.0	686	717	750	786	823	842	861
MA16.5	702	735	768	803	842	861	882
MA17.0	717	750	786	823	861	882	901
MA17.5	735	768	803	842	882	901	924
MA18.0	750	786	823	861	901	924	943
MA18.5	768	803	842	882	924	943	965
MA19.0	786	823	861	901	943	965	988
MA19.5	803	842	882	924	965	988	1,011

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Exhibit "D"
Minimum Adjustment Basic Pay Plan (Continued)

Salary Range	A	B	C	D	E	F*	G*
MA20.0	823	861	901	943	988	1,011	1,035
MA20.5	842	882	924	965	1,011	1,035	1,059
MA21.0	861	901	943	988	1,035	1,059	1,083
MA21.5	882	924	965	1,011	1,059	1,083	1,108
MA22.0	901	943	988	1,035	1,083	1,108	1,134
MA22.5	924	965	1,011	1,059	1,108	1,134	1,163
MA23.0	943	988	1,035	1,083	1,134	1,163	1,189
MA23.5	965	1,011	1,059	1,108	1,163	1,189	1,217
MA24.0	988	1,035	1,083	1,134	1,189	1,217	1,244
MA24.5	1,011	1,059	1,108	1,163	1,217	1,244	1,275
MA25.0	1,035	1,083	1,134	1,189	1,244	1,275	1,305
MA25.5	1,059	1,108	1,163	1,217	1,275	1,305	1,337
MA26.0	1,083	1,134	1,189	1,244	1,305	1,337	1,367
MA26.5	1,108	1,163	1,217	1,275	1,337	1,367	1,400
MA27.0	1,134	1,189	1,244	1,305	1,368	1,400	1,433
MA27.5	1,163	1,217	1,275	1,337	1,400	1,433	1,467
MA28.0	1,189	1,244	1,305	1,367	1,433	1,467	1,503
MA28.5	1,217	1,275	1,337	1,400	1,467	1,503	1,538
MA29.0	1,244	1,305	1,367	1,433	1,503	1,538	1,575
MA29.5	1,275	1,337	1,400	1,467	1,538	1,575	1,614
MA30.0	1,305	1,367	1,433	1,503	1,575	1,614	1,651
MA30.5	1,337	1,400	1,467	1,538	1,614	1,651	1,692
MA31.0	1,367	1,433	1,503	1,575	1,651	1,692	1,732
MA31.5	1,400	1,467	1,538	1,614	1,692	1,732	1,775
MA32.0	1,433	1,503	1,575	1,651	1,732	1,775	1,816
MA32.5	1,467	1,538	1,614	1,692	1,775	1,816	1,861

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Exhibit "D"
Minimum Adjustment Basic Pay Plan (Continued)

Salary Range	A	B	C	D	E	F*	G*
MA33.0	1,503	1,575	1,651	1,732	1,816	1,861	1,904
MA33.5	1,538	1,614	1,692	1,775	1,861	1,904	1,951
MA34.0	1,575	1,651	1,732	1,816	1,904	1,951	1,998
MA34.5	1,614	1,692	1,775	1,861	1,951	1,998	2,047
MA35.0	1,651	1,732	1,816	1,904	1,998	2,047	2,094
MA35.5	1,692	1,775	1,861	1,951	2,047	2,094	2,145
MA36.0	1,732	1,816	1,904	1,998	2,094	2,145	2,196
MA36.5	1,775	1,861	1,951	2,047	2,145	2,196	2,249
MA37.0	1,816	1,904	1,998	2,094	2,196	2,249	2,303
MA37.5	1,861	1,951	2,047	2,145	2,249	2,303	2,358
MA38.0	1,904	1,998	2,094	2,196	2,303	2,358	2,415
MA38.5	1,951	2,047	2,145	2,249	2,358	2,415	2,474
MA39.0	1,998	2,094	2,196	2,303	2,415	2,474	2,534
MA39.5	2,047	2,145	2,249	2,358	2,474	2,534	2,597
MA40.0	2,094	2,196	2,303	2,415	2,534	2,597	2,658
MA40.5	2,145	2,249	2,358	2,474	2,597	2,658	2,722
MA41.0	2,196	2,303	2,415	2,534	2,658	2,722	2,788
MA41.5	2,249	2,358	2,474	2,597	2,722	2,788	2,857
MA42.0	2,303	2,415	2,534	2,658	2,788	2,857	2,926
MA42.5	2,358	2,474	2,597	2,722	2,857	2,926	2,996
MA43.0	2,415	2,534	2,658	2,788	2,926	2,996	3,069
MA43.5	2,474	2,597	2,722	2,857	2,996	3,069	3,143
MA44.0	2,534	2,658	2,788	2,926	3,069	3,143	3,220
MA44.5	2,597	2,722	2,857	2,996	3,088	3,220	3,298
MA45.0	2,658	2,788	2,926	3,069	3,220	3,298	3,378
MA45.5	2,722	2,857	2,996	3,143	3,298	3,378	3,460

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Exhibit "D"
Minimum Adjustment Basic Pay Plan (Continued)

Salary Range	A	B	C	D	E	F*	G*
MA46.0	2,788	2,926	3,069	3,220	3,378	3,460	3,544
MA46.5	2,857	2,996	3,143	3,298	3,460	3,544	3,631
MA47.0	2,926	3,069	3,220	3,378	3,544	3,631	3,718
MA47.5	2,996	3,143	3,298	3,460	3,631	3,718	3,811
MA48.0	3,069	3,220	3,378	3,544	3,718	3,811	3,901
MA48.5	3,143	3,298	3,460	3,631	3,811	3,901	3,998
MA49.0	3,220	3,378	3,544	3,718	3,901	3,998	4,094
MA49.5	3,298	3,460	3,631	3,811	3,998	4,094	4,195
MA50.0	3,378	3,544	3,718	3,901	4,094	4,195	4,299
MA50.5	3,460	3,631	3,811	3,998	4,195	4,299	4,405

*An employee shall advance to Step F or G only in accordance with the provisions of the Career Incentive Plan of the 1975 Memorandum of Understanding between the County of Yolo and Yolo County Government Employees Association, Yolo County Agreement No. 75-287, and ordinance provisions in implementation thereof.

EXHIBIT "E"

COMBINATION SCHEDULE

CLASSIFICATION	SALARY RANGE
Agricultural Inspector III	CS 26.5
Auditor II	CS 27
Auditor Appraiser II	CS 26
Chief, Animal Control	CS 25.5
Community Health Worker I	CS 16.5
Community Health Worker II	CS 18
Construction Engineer	CS 27
Crippled Children Services Worker	CS 18
Custodial Foreman	CS 18.5
Eligibility Worker II	CS 18
Engineering Technician II	CS 25.5
Equipment Serviceman	CS 17.5
Housekeeping Supervisor	CS 18.5
Intern I	CS 16.5
Intern II	CS 19.5
Mental Health Counselor	CS 26
Program Assistant	CS 27
Psychiatric Social Worker I	CS 26
Right of Way Agent	CS 27
Social Service Practitioner	CS 26
Social Service Supervisor II	CS 26.5
Trainee Officer	CS 27

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EXHIBIT "F"

COMBINATION SALARY BASIC PAY PLAN

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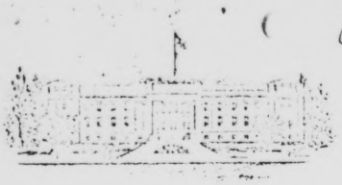
Salary Range	Step A	Step B	Step C	Step D	Step E	Step F*	Step G*
CS16.5	656	686	717	750	787	806	827
CS17.5	686	717	750	787	827	846	869
CS18.0	702	735	768	806	846	869	888
CS18.5	717	750	787	827	869	888	910
CS19.5	750	786	827	869	910	933	956
CS25.5	1,011	1,059	1,108	1,163	1,220	1,250	1,282
CS26.0	1,035	1,083	1,134	1,189	1,250	1,282	1,312
CS26.5	1,059	1,108	1,163	1,220	1,282	1,312	1,345
CS27.0	1,083	1,134	1,189	1,250	1,312	1,345	1,378

*An employee shall advance to Step F or G only in accordance with the provisions of the Career Incentive Plan of the 1975 Memorandum of Understanding between the County of Yolo and Yolo County Government Employees Association, Yolo County Agreement No. 75-287, and ordinance provisions in implementation thereof.

(EXHIBIT G (



COUNTY OF YOLO

Woodland, California

95695

ERWIN W. MEIER
COUNTY EXECUTIVE

May 1, 1975

Mr. Lynn F. Edwards, President
Yolo County Government Employees Association
P. O. Box 83
Woodland, CA 95695

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Dear Mr. Edwards:

In accordance with our discussion this morning relative to insurance items to go out for bid, the following is a tabulation of the schedule of benefits as they now exist, together with the changes which you will request be used in placing this schedule out to bid:

SCHEDULE OF BENEFITS

	Maximum Present	Proposed
FOR EMPLOYEE ONLY		
LIFE INSURANCE.....	$ 5,000.00*	$ 5,000.00*
ACCIDENTAL DEATH AND DISMEMBERMENT:		
Principal Sum	5,000.00*	5,000.00*
FOR EMPLOYEE AND DEPENDENT HOSPITAL BENEFITS		
Daily room and board benefit	50.00	65.00
Maximum days	Thirty-one	Thirty-one
Other hospital expenses and out-patient care	1,000.00	1,000.00
Ambulance benefit	25.00	25.00
SURGICAL BENEFITS		
Value per Unit	7.50	8.50
Maximum benefit	1,500.00	1,500.00
PROFESSIONAL ANESTHETIST BENEFITS		
Value per Unit	7.50	8.50
IN-HOSPITAL MEDICAL CARE BENEFITS		
Value per Unit	7.50	8.50
Aggregate maximum	232.50	232.50
DIAGNOSTIC LABORATORY AND X-RAY BENEFITS		
Value per Unit	7.50	8.50
Aggregate maximum	150.00	150.00
ADDITIONAL ACCIDENT EXPENSE BENEFITS	300.00	300.00

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MAJOR MEDICAL BENEFITS		
Value per Unit	8.50	9.50
Percent covered	80%	80%
Deductible amount	100.00	100.00
Maximum	40,000.00	40,000.00

* The maximum for these benefits automatically reduce to ½ at age 65.

This letter contains a space in the lower right hand corner for your approval should you care to approve this tabulation of the requests which you have made for changes. The representatives of the Board of Supervisors comprising the negotiation team for the Board of Supervisors will be given a copy of this letter.

Yours very truly,

Erwin W. Meier

ERWIN W. MEIER
County Executive

cc: Board of Supervisors
Negotiating Team

APPROVED:

Lynn F. Edwards

Lynn F. Edwards, President
Yolo County Government Employees Association

EXHIBIT "H"

BASIC PAY PLAN INCLUDING STEPS F AND G

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Range No.	Step A	Step B	Step C	Step D	Step E	Step F*	Step G*
1.0	302	318	333	350	367	378	386
1.5	308	326	341	358	378	386	395
2.0	318	333	350	367	386	395	405
2.5	326	341	358	378	395	405	414
3.0	333	350	367	386	405	414	425
3.5	341	358	378	395	414	425	436
4.0	350	367	386	405	425	436	446
4.5	358	378	395	414	436	446	457
5.0	367	386	405	425	446	457	469
5.5	378	395	414	436	457	469	481
6.0	386	405	425	446	469	481	493
6.5	395	414	436	457	481	493	505
7.0	405	425	446	469	493	505	518
7.5	414	436	457	481	505	518	531
8.0	425	446	469	493	518	531	545
8.5	436	457	481	505	531	545	558
9.0	446	469	493	518	545	558	573
9.5	457	481	505	531	558	573	586
10.0	469	493	518	545	573	586	601
10.5	481	505	531	558	586	601	616
11.0	493	518	545	573	601	616	631
11.5	505	531	558	586	616	631	647
12.0	518	545	573	601	631	647	662
12.5	531	558	586	616	647	662	680
13.0	545	573	601	631	662	680	695

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Exhibit "H"
Basic Pay Plan Including Steps F and G (Continued)

Range No.	Step A	Step B	Step C	Step D	Step E	Step F*	Step G*
13.5	558	586	616	647	680	695	713
14.0	573	601	631	662	695	713	731
14.5	586	616	647	680	713	731	748
15.0	601	631	662	695	731	748	768
15.5	616	647	680	713	748	768	787
16.0	631	662	695	731	768	787	806
16.5	647	680	713	748	787	806	827
17.0	662	695	731	768	806	827	846
17.5	680	713	748	787	827	846	869
18.0	695	731	768	806	846	869	888
18.5	713	748	787	827	869	888	910
19.0	731	768	806	846	888	910	933
19.5	748	787	827	869	910	933	956
20.0	768	806	846	888	933	956	980
20.5	787	827	869	910	956	980	1,004
21.0	806	846	888	933	980	1,004	1,028
21.5	827	869	910	956	1,004	1,028	1,053
22.0	846	888	933	980	1,028	1,053	1,079
22.5	869	910	956	1,004	1,053	1,079	1,108
23.0	888	933	980	1,028	1,079	1,108	1,134
23.5	910	956	1,004	1,053	1,108	1,134	1,163
24.0	933	980	1,028	1,079	1,134	1,163	1,189
24.5	956	1,004	1,053	1,108	1,163	1,189	1,220
25.0	980	1,028	1,079	1,134	1,189	1,220	1,250
25.5	1,004	1,053	1,108	1,163	1,220	1,250	1,282
26.0	1,028	1,079	1,134	1,189	1,250	1,282	1,312

Exhibit "H"

Micro Fiched

Basic Pay Plan Including Steps F and G (Continued)

Range No.	Step A	Step B	Step C	Step D	Step E	Step F*	Step G*
26.5	1,053	1,108	1,163	1,220	1,282	1,312	1,345
27.0	1,079	1,134	1,189	1,250	1,312	1,345	1,378
27.5	1,108	1,163	1,220	1,282	1,345	1,378	1,412
28.0	1,134	1,189	1,250	1,312	1,378	1,412	1,448
28.5	1,168	1,220	1,282	1,345	1,412	1,448	1,483
29.0	1,189	1,250	1,312	1,378	1,448	1,483	1,520
29.5	1,220	1,282	1,345	1,412	1,483	1,520	1,559
30.0	1,250	1,312	1,378	1,448	1,520	1,559	1,596
30.5	1,282	1,345	1,412	1,483	1,559	1,596	1,637
31.0	1,312	1,378	1,448	1,520	1,596	1,637	1,677
31.5	1,345	1,412	1,483	1,559	1,637	1,677	1,720
32.0	1,378	1,448	1,520	1,596	1,677	1,720	1,761
32.5	1,412	1,483	1,559	1,637	1,720	1,761	1,806
33.0	1,448	1,520	1,596	1,677	1,761	1,806	1,849
33.5	1,483	1,559	1,637	1,720	1,806	1,849	1,896
34.0	1,520	1,596	1,677	1,761	1,849	1,896	1,943
34.5	1,559	1,637	1,720	1,806	1,896	1,943	1,992
35.0	1,596	1,677	1,761	1,849	1,943	1,992	2,039
35.5	1,637	1,720	1,806	1,896	1,992	2,039	2,090
36.0	1,677	1,761	1,849	1,943	2,039	2,090	2,141
36.5	1,720	1,806	1,896	1,992	2,090	2,141	2,194
37.0	1,761	1,849	1,943	2,039	2,141	2,194	2,248
37.5	1,806	1,896	1,992	2,090	2,194	2,248	2,303
38.0	1,849	1,943	2,039	2,141	2,248	2,303	2,360
38.5	1,896	1,992	2,090	2,194	2,303	2,360	2,419
39.0	1,943	2,039	2,141	2,248	2,360	2,419	2,479

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Exhibit "H"
Basic Pay Plan Including Steps F and G (Continued)

Range No.	Step A	Step B	Step C	Step D	Step E	Step F*	Step G*
39.5	1,992	2,090	2,194	2,303	2,419	2,479	2,542
40.0	2,039	2,141	2,248	2,360	2,479	2,542	2,603
40.5	2,090	2,194	2,303	2,419	2,542	2,603	2,667
41.0	2,141	2,248	2,360	2,479	2,603	2,667	2,733
41.5	2,194	2,303	2,419	2,542	2,667	2,733	2,802
42.0	2,248	2,360	2,479	2,603	2,733	2,802	2,871
42.5	2,303	2,419	2,542	2,667	2,802	2,871	2,941
43.0	2,360	2,479	2,603	2,733	2,871	2,941	3,014
43.5	2,419	2,542	2,667	2,802	2,941	3,014	3,088
44.0	2,479	2,603	2,733	2,871	3,014	3,088	3,165
44.5	2,542	2,667	2,802	2,941	3,088	3,165	3,243
45.0	2,603	2,733	2,871	3,014	3,165	3,243	3,323
45.5	2,667	2,802	2,941	3,088	3,243	3,323	3,405
46.0	2,733	2,871	3,014	3,165	3,323	3,405	3,489
46.5	2,802	2,941	3,088	3,243	3,405	3,489	3,576
47.0	2,871	3,014	3,165	3,323	3,489	3,576	3,663
47.5	2,941	3,088	3,243	3,405	3,576	3,663	3,756
48.0	3,014	3,165	3,323	3,489	3,663	3,756	3,846
48.5	3,088	3,243	3,405	3,576	3,756	3,846	3,943
49.0	3,165	3,323	3,489	3,663	3,846	3,943	4,039
49.5	3,243	3,405	3,576	3,756	3,943	4,039	4,140
50.0	3,323	3,489	3,663	3,846	4,039	4,140	4,244
50.5	3,405	3,576	3,756	3,943	4,140	4,244	4,350

*An employee shall advance to Step F or G only in accordance with the provisions of the Career Incentive Plan of the 1975 Memorandum of Understanding between the County of Yolo and Yolo County Government Employees Association, Yolo County Agreement No. 75-287, and ordinance provisions in implementation thereof.

EXHIBIT "I"

Past Agreements. The list of past agreements referred to in Paragraph 11 of this 1975 Memorandum of Understanding between the County of Yolo and the Yolo County Government Employees Association, Agreement No. 75- 287 , is as follows:

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A. Compassionate Leave. Paragraph 1 of Yolo County Agreement No. 74-128 and as implemented by Yolo County Code § 2-6.36.1

B. Holidays. Paragraph 5 of Yolo County Agreement No. 74-128 as implemented by Yolo County Code § 2-6.34(a)(10).

C. Mileage. Paragraph 6 of Yolo County Agreement No. 74-128 as implemented by Yolo County Code § 2.6.24(a).

D. Sick Leave. Paragraph 7 of Yolo County Agreement No. 74-128 as implemented by Subsections (d) and (e) of Yolo County Code § 2-6.36.

E. Salary on Reclassification. Paragraph 9 of Yolo County Agreement No. 74-128 as implemented by Yolo County Code § 2-6.19(b).

F. Temporary Compensation. Paragraph 11 of Yolo County Agreement No. 74-128 as implemented by Yolo County Code § 2-6.23(c).

G. Veterans Day. Paragraph 12 of Yolo County Agreement No. 74-128 as implemented by Yolo County Code § 2-6.34(a)(8).

H. Longevity, Vacation. Paragraph 2.B. of Yolo County Agreement No. 73-104 as implemented by Yolo County Code § 2-6.35(m).

I. Vacation Accumulation. Paragraph 4 of Yolo County Agreement No. 73-104 as implemented by Yolo County Code § 2-6.35(g).

J. Four Day Work Week. Paragraph 5 of Yolo County Agreement No. 73-104 as implemented by Yolo County Code § 2-6.33.

K. Shift Differential. Paragraph 6 of Yolo County Agreement No. 73-104 as implemented by § 42 of Yolo County Ordinance No. 650.

L. Health Insurance. Paragraph 3 of Yolo County Agreement No. 72-159 as implemented by Yolo County Code § 2-6.40(a).

M. Standby Call Duty. Paragraph 4 of Yolo County Agreement No. 72-159 as implemented by the repeal of § 2011 of Ordinance No.

650 and enactment of Yolo County Code § 2-6.22.

N. Vacation. Paragraph 5 of Yolo County Agreement No. 72-159 as implemented by amendment of Yolo County Code § 2-6.35.

O. Sick Leave. Paragraph 6 of Yolo County Agreement No. 72-159 as implemented by amendment of subsection (r) of Yolo County Code § 2-6.36.

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P. Overtime. Paragraph 7 of Yolo County Agreement No. 72-159 as implemented by repeal of portions and amendements of Yolo County Code § 2-6.21.

AGREEMENT NO. 75-288

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into this 1st day of August, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YOLO COUNTY DEPUTY SHERIFF'S ASSOCIATION, hereinafter referred to as ASSOCIATION,

W I T N E S S E T H:

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RECITALS:

1. Pursuant to the provisions of Resolution No. 72-75, Employer-Employee Relations Policy of the County of Yolo, the Board of Supervisors of COUNTY by Minute Order No. 73-113 designated ASSOCIATION as the recognized employee organization for a unit designated as the Sheriff's Unit consisting of all County employees of the Sheriff's Department excluding elected officials.
2. Representatives of the Board of Supervisors of COUNTY and representatives of ASSOCIATION have met and conferced regarding wages, hours, and other terms and conditions of employment concerning the Sheriff's Unit pursuant to the provisions of the Meyers-Milias-Brown Act and said Resolution No. 72-75.
3. Agreement has been reached by the representatives of COUNTY and ASSOCIATION and both desire jointly to prepare a written memorandum of such understanding which shall not be binding, to present to the governing body for determination pursuant to the provisions of Government Code § 3505.1.

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AGREEMENTS:

1. Salary. The COUNTY agrees to amend its Salary Ordinance effective July 1, 1975, so as to increase the salaries specified for employees in the Sheriff's Unit by one and one-half

ranges above those presently set forth in the Ordinance. In addition COUNTY agrees further to amend its Salary Ordinance effective January 1, 1976 so as to increase salaries in said Unit by one full range.

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In determining the step within a range for an employee as of July 1, 1975, merit steps, promotions, range changes, demotions or reclassifications granted to be effective thereafter shall be disregarded. In determining the step within a range for an employee subject to a merit step increase, promotion, range change, demotion or reclassification granted to be effective after July 1, 1975 but before the Ordinance implementing this Agreement, the step within a range shall be determined as if that Ordinance had been in effect on July 1, 1975.

2. Dental. The dental benefit provisions of Yolo County Code § 2-6.40.1 shall be amended so as to extend such benefits to the Sheriff s Unit. In addition, the County of Yolo agrees to provide a dental plan for regular employees and dependents similar to the 70-80-90 plan presently made available by Crown Life Insurance of Canada or above and, further, that the County pay $4.83 per month of the premium cost on behalf of any regular employee who elects to participate in this plan. Such plan shall not be available to dependents unless it is made available to the dependents of all Yolo County officers or employees entitled to participate in the dental benefit.

3. Sick Leave. The County of Yolo shall amend the provisions of Subparagraphs (d) and (e) of Yolo County Code § 2-6.36 so as to add the Sheriff's Unit to the employees excepted from the operation of those subsections.

4. Health Benefit. The County of Yolo shall pay the increase in premium sufficient to provide the present level of County-paid health insurance for the employee and one dependent and also

to provide the additional insurance benefits as may be provided by the carrier pursuant to a Memorandum of Understanding between the County and the General Unit for the 1975-76 fiscal year. If no such additional benefit is set forth or is provided for in the General Unit Memorandum of Understanding for said fiscal year, no such additional benefits shall be provided herein. This provision is to maintain a uniformative insurance coverage as to County officers and employees.

5. Coverage. This memorandum governs only employees within the Sheriff's Unit established by the County of Yolo pursuant to its Employer-Employee Relations Policy as such Sheriff's Unit is constituted as of July 1st, 1975.

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6. Term. If the Board of Supervisors makes its final determination adopting this agreement, this agreement shall remain in full force and effect from July 1st, 1975 to and including December 31st, 1976, and so far as it is permitted to do so by law, County shall take action agreed to herein so as to be in effect as of July 1st, 1975, and COUNTY declares that it has made a foundational declaration to permit and will, if necessary, make ordinances enacted to implement this agreement retroactive to July 1st, 1975.

7. Saving Clause. If any provision of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any such tribunal, the remainder of this Agreement shall not be affected thereby.

8. Waiver. COUNTY and ASSOCIATION agree that the County of Yolo shall not be required to meet and confer with respect to any subject or matter pertaining to or covered by this Agreement or other matters within the scope of representation for the term of this Agreement; provided, however, if any portion of this Agreement is held invalid by operation of law or by any

tribunal of competent jurisdiction, COUNTY is authorized to take immediate action to achieve compliance with law, and COUNTY shall provide Association with an opportunity to meet and confer with respect to further action to accommodate the agreements contained herein to law.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 1 day of August, 1975.

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COUNTY OF YOLO, a political subdivision of the State of California

BY _____
ARTHUR H. EDMONDS

BY _____
WILLIAM E. DUNCAN

Designated Representatives

YOLO COUNTY DEPUTY SHERIFF'S ASSOCIATION

BY _____
JERRY SHADINGER

BY _____
PENNY TAVERNETTI

Designated Representatives

Approved by final determination of the Board of Supervisors of the County of Yolo this 15th day of September, 1975.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
BETSY A. MARCHAND
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

AGREEMENT NO. 75-289

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING entered into this 15th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and YOLO COUNTY MANAGEMENT ASSOCIATION, hereinafter referred to as ASSOCIATION,

W I T N E S S E T H:

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RECITALS:

1. Pursuant to the provisions of Resolution No. 72-75, Employer-Employee Relations Policy of the County of Yolo, the Board of Supervisors of COUNTY by Minute Order No. 74-1367 designated ASSOCIATION as the recognized employee organization for a unit designated as the Management Unit or Management Employees Unit consisting of certain County employees referred to therein.
2. Representatives of the Board of Supervisors of COUNTY and representatives of ASSOCIATION have met and conferred regarding wages, hours, and other terms and conditions of employment concerning the Management Unit pursuant to the provisions of the Meyers-Milias-Brown Act and said Resolution No. 72-75.
3. Agreement has been reached by the representatives of COUNTY and ASSOCIATION and both desire jointly to prepare a written memorandum of such understanding which shall not be binding, to present to the governing body for determination pursuant to the provisions of Government Code § 3505.1.

AGREEMENTS:

1. Present Benefits. Existing benefits enjoyed by members of the Management Unit as members of the General Unit on June 30th, 1975 shall continue for employees in the Management Unit during the term of this Agreement. It is hereby agreed that these

present benefits consist of the provisions of the Personnel Regulations of the County of Yolo pertaining to holidays, vacations, sick leave, compassionate leave, and health benefits as set forth in said Personnel Regulations as of June 30th, 1975 as to the General Unit. This paragraph shall be implemented by amendment of the Personnel Regulations of the County of Yolo as follows:

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A. Compassionate Leave. Subsections (i) and (j) of Yolo County Code § 2-6.36 shall be amended so as to except the Management Unit and Yolo County Code § 2-6.36.1 shall be amended so as to apply to the Management Unit.

B. Dental. The dental benefit provisions of Yolo County Code § 2-6.40.1 shall be amended so as to extend such benefits to the Management Unit. In addition, the County of Yolo agrees to provide a dental plan for regular employees and dependents similar to the 70-80-90 plan presently made available by Crown Life Insurance of Canada or above, and, further, that the County pay $4.83 per month of the premium cost on behalf of any regular employee who elects to participate in this plan. Such plan shall not be available to dependents unless it is made available to the dependents of all Yolo County officers or employees entitled to participate in the dental benefit.

C. Sick Leave. The County of Yolo shall amend the provisions of Subparagraphs (d) and (e) of Yolo County Code § 2-6.36 so as to add the Management Unit to the employees excepted from the operation of those subsections.

2. Salaries. Effective July 1, 1975, the salary of each employee in the Management Unit shall be designated at the range set forth in Exhibit "A" attached hereto, which Exhibit "A" is incorporated by reference as if set forth at length herein. The County of Yolo agrees to amend the Salary Ordinance so as

to set the ranges for the salaries of employees in this Unit as set forth in Exhibit "A" as of said effective date.

In determining the step within a range for an employee as of July 1, 1975, merit steps, promotions, range changes, demotions, or reclassifications granted to be effective thereafter shall be disregarded. In determining the step within a range for an employee subject to a merit step increase, promotion, range change, demotion or reclassification granted to be effective after July 1, 1975 but before the ordinance implementing this Agreement, the step within a range shall be determined as if that ordinance had been in effect on July 1, 1975.

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3. Voluntary Supplementary Retirement Plan. The County of Yolo agrees to institute a voluntary supplemental retirement plan for employees in the Management Unit which will be similar to that administered by the International City Managers Association.

4. Administrative Leave. The following provision shall supersede the provisions of the Personnel Regulations of the County of Yolo as to employees in the Management Unit: Employees in the Management Unit shall be entitled to forty (40) hours of annual administrative leave (non-accumulative) which is to compensate for overtime, night meetings and other work-related activities; provided, this leave shall not be used on consecutive working days before or after vacation days so to total time off in excess of ten working days. By "non-accumulative" it is meant that so much of the forty (40) hours of annual administrative leave as is not used during any one fiscal year is lost and cannot be carried forward to a later fiscal year. Working days separated by weekends or holidays shall be deemed consecutive.

5. The following provision shall supersede the provisions of the

Personnel Regulations of the County of Yolo as to employees in the Management Unit: The County of Yolo shall pay up to $50 per person annually for reimbursement of actual expenses incurred for job-related professional licenses or membership dues in job-related professional organizations. Micro Fiched

6. Health Benefit. The County of Yolo shall pay the increase in premium sufficient to provide the present level of County-paid health insurance for the employee and one dependent and also to provide the additional insurance benefits as may be provided by the carrier pursuant to a MEMORANDUM OF UNDERSTANDING between the County and the General Unit for the 1975-76 fiscal year. If no such additional benefit is set forth or is provided for in the General Unit Memorandum of Understanding for said fiscal year, no such additional benefits shall be provided herein. This provision is to maintain a uniformative insurance coverage as to County officers and employees.

7. The parties agree that the County is under no obligation to take action with regard to the following matters discussed in the meet and confer sessions leading up to this Memorandum: cost of living, longevity, life insurance.

8. Coverage. This memorandum governs only employees within the Management Unit established by the County of Yolo pursuant to its Employer-Employee Relations Policy as such Management Unit is constituted as of July 1st, 1975.

9. Term. If the Board of Supervisors makes its final determination adopting this agreement, this agreement shall remain in full force and effect from July 1st, 1975 to and including December 31, 1976, and so far as it is permitted to do so by law, County shall take action agreed to herein so as to be in effect as of July 1st, 1975, and County declares that it has made a foundational declaration to permit and will, if necessary, make ordinances enacted to implement this agreement

retroactive to July 1st, 1975.

In extending the term of this agreement until December 31, 1976, the parties further agree to commence meeting and conferring before that date as to wages, hours, and other terms and conditions of employment concerning this Unit so that the agreements and resolutions of those matters shall be effective January 1, 1977. To that end the parties agree to commence a salary survey on October 1, 1976 and to complete it before January 1, 1977. The County agrees to make salary adjustments effective January 1, 1977 based on said survey or the cost of living and budgetary considerations. This agreement may be modified by mutual consent.

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10. Saving Clause. If any provision of this agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any such provision should be restrained by any such tribunal, the remainder of this agreement shall not be affected thereby.

11. Waiver. County and Association agree that the County of Yolo shall not be required to meet and confer with respect to any subject or matter pertaining to or covered by this Agreement or other matters within the scope of representation for the term of this Agreement; provided, however, if any portion of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, County is authorized to take immediate action to achieve compliance with law, and County shall provide Association with an opportunity to meet and confer with respect to further action to accommodate the agreements contained herein to law.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 15th day of September, 1975.

/////

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
ARTHUR H. EDMONDS

BY _____
WILLIAM E. DUNCAN

Designated Representatives

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YOLO COUNTY MANAGEMENT ASSOCIATION

BY _____
ROBERT A. PETERSON

BY _____
GERALD GIBSON

Designated Representatives

Approved by final determination of the Board of Supervisors of the County of Yolo this 15th day of September, 1975.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
BETSY A. MARCHAND
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

EXHIBIT "A"

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Classification	Range
Assistant Agricultural Commissioner	30.5
Agricultural Commissioner	34.5
Chief Deputy Building Inspector	28.5
Chief Building Inspector	31.5
Director of Communications	30.5
Chief Deputy County Counsel	38
Deputy Director of Emergency Services	26.5
Assistant Hospital Administrator	32.5
Hospital Administrator	37
County Librarian	32
Personnel Director	34.5
Director of Parks and Recreation	32.5
Assistant Director of Planning	33.5
Director of Planning	36.5
Assistant County Probation Officer	32
County Probation Officer	34.5
Assistant Public Defender	38
Public Defender	40.5
Assistant Director of Public Health	42.5
Director of Public Health	46
Assistant Director of Public Works	37
Deputy Director of Public Works	38.5
Director of Public Works	41
Chief Deputy Purchasing Agent	28.5
Director of General Services and Purchasing	32.5
Assistant Welfare Director	34
County Welfare Director	38
Youth Services Coordinator	28
Marriage Counsellor	30
Assistant County Executive	38.5
Veterans Service Officer	26.5

In addition, effective January 1, 1976 the salary of each employee in the Management Unit shall be increased by one-half range above those set forth in this Exhibit.

FILED
SEP 10 1975
LAURENCE K. HENIGAN, Clerk
By Paula C. Corral
Deputy

YOLO COUNTY AGREEMENT NO. 75-290

A G R E E M E N T

THIS AGREEMENT, entered into this eleventh day of August, 1975, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called "University", and COUNTY OF YOLO, on behalf of the YOLO COUNTY YOUTH SERVICES BUREAU, a COUNTY (4) (non-profit organization), hereinafter called "Organization",

W I T N E S S E T H :

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WHEREAS, University has applied for a grant by the U.S. Commissioner of Education pursuant to Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as amended, to stimulate and promote the part-time employment of students, particularly students from low-income families, who are in need of earnings from such employment to pursue courses of study at institutions of higher education such as University; and

WHEREAS, University and Organization desire that certain of the University's students engage in work for public and private non-profit organizations under the Work-Study Program authorized by the Act; and

WHEREAS, Organization is in a position to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree as follows:

1. Organization shall utilize the services of students furnished by University who are eligible to participate in the Work-Study Program and who are qualified and acceptable to Organization. The specific services to be performed by said students and the rate of compensation therefore are set forth on the attached Exhibit "A", which is incorporated herein.

2. The work performed by such students shall be in the public interest

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and shall not

a. Displace employed workers or impair existing contracts for services;

b. Involve political activity or work for any political party; or

c. Involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.

3. Organization agrees to

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a. Reasonably supervise the services of students participating in the Work-Study Program and permit reasonable supervision by a representative of University;

b. Make a report to University of time worked by students participating in the program, at least monthly;

c. Allow no student to work for more than an average of fifteen (15) hours per week over a quarter, or other term used by the University in awarding credits to the student, during which the student is enrolled in classes (excluding any period during which the student is on vacation), and for not more than forty (40) hours in any week; and

d. Pay to University at least twenty percent (20%) of the total compensation to be paid to students participating in the program at such times as are agreed upon with University in writing.

4. Compensation to be paid to students participating in the program will be appropriate and reasonable in light of the work to be performed by them.

5. The services and benefits of Organization which involve the work

of such students shall be available to all persons regardless of race, color or national origin. No student shall be denied participation in the Work-Study Program because of race, color or national origin.

6. University will be responsible for all applicable employee benefits, unless otherwise agreed by the parties hereto in writing.

7. This agreement shall be subject to the availability of funds to University for the portion of the student's compensation not to be paid by Organization. It shall also be subject to the provisions of Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as now amended, or from time to time amended, and shall be subject to regulations implementing said legislation.

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8. This agreement may be cancelled by either party if there is a failure to comply with the provisions of the agreement.

9. This agreement shall terminate on the thirtieth day of June, 1976, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Approved as to Form
Dated .....
County Counsel of Yolo County

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By Barbara L. Stadtman
(Mrs.) Barbara L. Stadtman
Research Coordinator

COUNTY OF YOLO, a political subdivision

By Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

EXHIBIT "A"

Name of Organization with which written student employment agreement has been made:

COUNTY OF YOLO, on behalf of
the
YOLO COUNTY YOUTH SERVICES BUREAU
110 Sixth Street
Broderick, California 95605

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Irene Maestri
Acting Director

Description of work activities in which students will be engaged:

STUDENT AIDE $2.50 - $3.00	Under close direction and supervision, Casework aides spend 12 hours per week in contact with youth providing experience in areas such as tutoring, values clarification, communications skills, recreation, parental contacts or consultation with other agencies. Supervision, required paper work and inservice training take up the remaining 3 hours per week.

BK

FILED
SEP 22 1975
LAURENCE P. KINGAN, Clerk
By Peto E Lucas
Deputy

AGREEMENT NO. 75-291

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN
THE COUNTY OF YOLO AND THE CITIES OF YOLO COUNTY--
WOODLAND, DAVIS AND WINTERS

THIS AGREEMENT, dated for convenience September 22, 1975, between the COUNTY OF YOLO (COUNTY), a political subdivision of the State of California, and the Cities of Woodland, Davis, and Winters (CITIES), being municipal corporations duly organized and existing under the laws of the State of California:

W I T N E S S E T H:

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RECITALS

1. Pursuant to Title I of the Housing and Community Development Act of 1974 (PL 93-383) certain funds made available upon application by local cities for Metropolitan Discretionary Grants for the purpose of upgrading substandard housing, improving public facilities to neighborhoods and alleviating environmental and economic problems.

2. The parties hereto have determined that it is in the public interest to submit a joint application for said funds and have reviewed and hereby endorse and join in the application of COUNTY for said funds attached hereto as Exhibit A.

3. The parties recognize and accept that a joint powers agreement is the most convenient and advantageous means of applying for said grant.

4. Pursuant to Article I, Chapter 5 of Title I of the Government Code of the State of California, any two or more political subdivisions may enter into a cooperative agreement for the performance of any governmental function.

AGREEMENTS

SECTION ONE - PURPOSE: This agreement is made pursuant to the provisions of Article I, Chapter 5, Division 7, Title I of the

Government Code of the State of California (commencing with Section 6500, relating to the joint exercise of powers common to the CITIES and the COUNTY. The CITIES and the COUNTY each possess the powers referred to and recited herein. The purpose of this agreement is to exercise such powers by applying to the United States Department of Housing and Urban Development for federal assistance to alleviate certain environmental and economic problems common to each of the parties hereto, pursuant to Title I of the Housing and Community Development Act of 1974 (PL 93-383). Such purpose will be accomplished, and said common powers exercised in the manner hereinafter set forth.

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SECTION TWO - TERM: This agreement shall become effective as of the date hereof, and shall continue in full force and effect for the program year covered by the 1975-1976 fiscal year application for federal assistance, and may be extended for periods of one or more program years by mutual agreement from all parties. Nothing in this agreement shall preclude any city or county from filing its own application for Housing and Community Development funds in subsequent years.

SECTION THREE - DESIGNATION OF THE COUNTY OF YOLO: The County of Yolo is hereby designated to act on behalf on the parties hereto in all matters relative to the application for federal assistance through the community development block grant program. This agreement and the restrictions contained herein shall apply only to that certain grant application dated August 20, 1975, a copy of which is attached hereto marked Exhibit "A" and incorporated herein by reference with amendments thereto that may occur during the application process.

SECTION FOUR - DUTIES OF THE COUNTY OF YOLO: It is hereby agreed that the County of Yolo shall perform the following acts and functions during the pendency of this agreement:

Micro Fiched

A. Submit, as applicant, on its behalf and on behalf of the CITIES, an "application for federal assistance" and all supporting documents or such documents as are necessary to secure a federal grant in an amount and for the purposes set forth in Exhibit "A" attached hereto.

B. Said "application for federal assistance" shall be submitted in accordance with HUD regulations and applicable federal and state laws.

C. Upon receipt of grant monies, the COUNTY shall disburse funds for which the grant was requested.

D. COUNTY shall provide administrative and fiscal support for the application for and obtaining of said grant, as well as the disbursement of monies upon receipt.

E. COUNTY agrees to report to the CITIES periodically, but no less than quarterly, on the progress of the project and on the expenditures of the grant.

SECTION FIVE - RESPONSIBILITIES OF CITIES: It is hereby agreed that the CITIES shall perform the following acts and functions during one term of this agreement:

1. If during the grant period, the grant obtained pursuant to the proposal attached hereto as Exhibit A is amended and approved by the United States Department of Housing and Urban Development and pursuant to said amendment, additional funds are made available to the COUNTY for disbursement to the CITIES, the CITIES shall:

   A. Upon receipt of grant monies, shall expend such monies in furtherance of the projects specified in the grant application attached hereto and marked Exhibit "A" as

amended.

B. Be authorized to implement said projects upon receipt of said funds from COUNTY.

C. Be responsible for all grant monies received and shall provide such fiscal reports as are required for their respective programs.

Micro Fiched

SECTION SIX - MUTUAL OBLIGATIONS: It is mutually agreed that the parties hereto shall be bound by the assurances, a copy of which is attached hereto, marked Exhibit "B" and incorporated herein by reference.

SECTION SEVEN - DISPOSITION OF ASSETS: At the end of the term hereof, or upon earlier termination of this agreement by the mutual agreement of the parties hereto, title to any funds not disbursed in accordance with Section Four hereof, shall automatically vest in COUNTY which shall dispose of said funds in accordance with applicable HUD or federal regulations. All other property or funds loaned or given in furtherance of this agreement shall be returned to the parties in proportion to the contribution made.

SECTION EIGHT - MISCELLANEOUS:

A. The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

B. Whenever in this agreement, any consent or approval is required, the same shall not be unreasonably withheld.

C. The parties hereto shall provide for strict accountability of all funds and shall keep records of all receipts and disbursements.

D. This agreement is made in the State of California, under the

constitution and laws of said State, and is to be so construed.

E. The executed agreement will be accompanied by certified resolutions from each participant CITY and COUNTY authorizing agreement execution, referenced as Exhibit "C". Micro Fiched

F. An opinion of County Counsel will also be submitted citing the authority the COUNTY and CITIES have to enter into this agreement, referenced as Exhibit "D".

SECTION NINE - SEVERABILITY: Should any part, term or provision of this agreement be, by the courts, decided to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable and ineffectual, the validity of the remaining portions of the provisions shall not be affected thereby.

SECTION TEN - SUCCESSORS: This agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by their proper officers thereunder, duly authorized, and their official seals to be thereto affixed, as of the day and year first above witnessed.

COUNTY OF YOLO

BY Betty C. Marchand
CHAIRMAN, BOARD OF SUPERVISORS.

CITY OF WOODLAND

BY _____

CITY OF DAVIS

BY _____

CITY OF WINTERS

BY Jack L. Atherton

EXHIBIT-A.

Form Approved
OMB No. 63-R1471

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT APPLICATION FOR FEDERAL ASSISTANCE			1. STATE CLEARINGHOUSE IDENTIFIER 2. APPLICANT'S APPLICATION NO. Micro Fiched
3. FEDERAL GRANTOR AGENCY Department of Housing and Urban Development			4. APPLICANT NAME Cities of Davis, Winters, and Woodland & the County of Yolo
AREA OR REGIONAL OFFICE San Francisco Area Office			STREET ADDRESS - P.O. BOX Room 104, Courthouse, Woodland
STREET ADDRESS - P.O. BOX One Embarcadero Center Suite 1600			CITY Woodland COUNTY Yolo
CITY San Francisco	STATE California	ZIP CODE 94111	STATE California ZIP CODE 95695

5. DESCRIPTIVE NAME OF THE PROJECT
Community Development Block Grant Program

6. FEDERAL CATALOG No.	7. FEDERAL FUNDING REQUESTED
	$215,000

8. GRANTEE TYPE
☐ STATE, ☒ COUNTY, ☒ CITY, ☐ OTHER (Specify)

9. TYPE OF APPLICATION REQUEST
☒ NEW GRANT, ☐ CONTINUATION, ☐ SUPPLEMENT, ☐ OTHER CHANGES (Specify)

10. TYPE OF ASSISTANCE
☒ GRANT, ☐ LOAN, ☐ OTHER (Specify)

11. POPULATION DIRECTLY BENEFITING FROM THE PROJECT	13. LENGTH OF PROJECT
Not Applicable	Not Applicable
12. CONGRESSIONAL DISTRICT a. Fourth b.	14. BEGINNING DATE Date of execution of Grant Agreement 15. DATE OF APPLICATION September 27, 1975

16. THE APPLICANT CERTIFIES THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF THE DATA IN THIS APPLICATION ARE TRUE AND CORRECT, AND THAT HE WILL COMPLY WITH THE ATTACHED ASSURANCES IF HE RECEIVES THE GRANT.

TYPED NAME	TITLE	TELEPHONE NUMBER		
Betsy A. Marchand	Chairperson Board of Supervisors	Area Code	Number	Ext.
SIGNATURE OF AUTHORIZED REPRESENTATIVE Betsy A. Marchand		916	756-0521	

FOR FEDERAL USE ONLY

HUD-7015
(10-74)

Exhibit- A

PROGRAM BACKGROUND

The County of Yolo and the incorporated jurisdictions therein - Davis, Winters, and Woodland - share a deep concern for the quality of their neighborhoods and housing supply. In this regard, these communities are not unlike countless others.

The fact which distinguishes Yolo County and the cities mentioned above is their recognition that housing is an issue of areawide concern, and their firm resolve to develop an effective mechanism for maintaining a healthy supply of residential accommodations and neighborhood amenities throughout the county.

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Pockets of blight and substandard housing may be found in all areas of Yolo County. The problem is a classic one: physically marginal communities begin to deteriorate; as deterioration occurs, the economics of the community attracts additional households of low incomes; the concentration of low incomes creates an economic base unable to support neighborhood improvements and individual property repair; the process of deterioration accelerates; with an increased level of blight, there is an increased exodus from the community of economically viable households; with the departure of economically sufficient families, the community becomes one of largely absentee ownership.

As the above process runs its course, little if any residential and neighborhood rehabilitation takes place. There are two primary reasons for this fact: 1) it is difficult to obtain financing for property improvements in communities characterized by blight; and 2) even when financing is available owners are reluctant to avail themselves of such financing for fear that the consequences will be increased housing costs that would be beyond the means of existing residents.

It is the overriding objective of the applicants to develop a countywide capability for conserving and improving their neighborhoods, most especially those which provide residential accommodations for households of low and moderate incomes.

Although the largest concentration of general blight and substandard housing exists in the east Yolo area, and all jurisdictions within the county hereby acknowledge this fact and support funding for this area by participating in this application, there is deep concern that a viable neighborhood improvement and rehabilitation program be devised soon and made adaptable to other communities in the county. It is the express intention of the applicants to develop this capability in preparation for its utilization, countywide, when a more adequate level of community development block grant funding becomes available for metropolitan discretionary balance communities.

EXHIBIT- A

COMMUNITY DEVELOPMENT PLAN SUMMARY

A. Statement of Needs

To develop a comprehensive neighborhood improvement and rehabilitation program that can be readily implemented to improve housing and neighborhood conditions in declining or deteriorated residential communities of Yolo County. Such a program shall include the components of neighborhood planning with resident participation, the availability of financing for residential rehabilitation and resources for neighborhood improvements.

B. Long Term Objectives

Micro Fiched

To effectively adapt the comprehensive neighborhood improvement program to communities throughout the county characterized by blight and substandard housing conditions, with the resulting effect of significantly upgraded living conditions in such communities.

The Bryte community of east Yolo and project areas to be defined by the cities of Davis, Winters, and Woodland, as well as other areas in the unincorporated portions of the county, shall be targeted for long term attention.

C. Short Term Objectives

To design and implement a comprehensive neighborhood improvement and rehabilitation program for a 4 block area bounded by Riverbank Road, Bryte and Lisbon Avenues and Solano Street.

D. Budget

1.	Public Works, Facilities, Site Improvements	$ 90,000
2.	Clearance, Demolition, Rehabilitation of Blighted and Abandoned Structures	15,000
3.	Rehabilitation Loans and Grants	100,000
4.	Relocation Assistance and Payments	10,000
	Total Grant Request	$215,000

EXHIBIT B

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Form Approved
OMB No. 63-R1471

ASSURANCES

INSTRUCTIONS: The applicant must provide assurances and/or certify to all of the following items: The only exception is item No. 10 for which the applicant must certify as to either (a) or (b), or to both.)

The applicant hereby assures and certifies that he has complied with the regulations, policies, guidelines and requirements of OMB Circular No. A-95, and that he will comply with the regulations, policies, guidelines and requirements of Federal Management Circulars 74-4 and 74-7, as they relate to the application, acceptance and use of Federal funds for this federally assisted program. Also, the applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for the grant, and to execute the proposed program; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and designating the applicant's chief executive officer as the authorized representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with:

Micro Fiched

   (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

   (b) Title VIII of the Civil Rights Act of 1968, (P.L. 90-284) as amended, and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing.

   (c) Section 109 of the Housing and Community Development Act of 1974 and in conformance with all requirements imposed by or pursuant to the Regulations of the Department (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with that Section, no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with the community development funds.

   (d) Executive Order 11063 on equal opportunity in housing.

   (e) Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

3. Prior to the submission of its application, the applicant has:

   (a) Provided citizens with adequate information concerning the amount of funds available for proposed community development and housing activities, the range of activities that may be undertaken, and other important program requirements;

   (b) Held at least two public hearings to obtain the views of citizens on community development and housing needs; and

   (c) Provided citizens an adequate opportunity to participate in the development of the application and in the development of any revisions, changes, or amendments.

4. The applicant will:

   (a) Provide fair and reasonable relocation payments and assistance in accordance with Sections 202, 203, and 204 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (P.L. 91-646) and applicable HUD regulations, to or for families, individuals, partnerships, corporations or associations displaced as a result of any acquisition of real property for an activity assisted under the program;

(c) Provide relocation assistance programs offering the services described in Section 205 of P.L. 91-646 to such displaced families, individuals, partnerships, corporations or associations in the manner prescribed under regulations of HUD regulations.

(d) Assure that, within a reasonable time prior to displacement, decent, safe, and sanitary replacement dwellings will be available to such displaced families and individuals in accordance with Section 205(c)(3) of P.L. 91-646.

(e) Inform affected persons of the benefits, policies and procedures provided for under HUD regulations, and

(f) Carry out the relocation process in such a manner as to provide displaced persons with uniform and consistent services, and assure that replacement housing will be available in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin.

6. The applicant will:

Micro Fiched

(a) In acquiring real property in connection with any community development block grant program, be guided to the extent practicable under State law, by the real property acquisition policies set out under Section 301 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act and the provisions of Section 302 thereof;

(b) Pay or reimburse property owners for necessary expenses as specified in Sections 303 and 304 of the Act, and

(c) Inform affected persons of the benefits, policies, and procedures provided for under HUD regulations.

7. It will give HUD and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.

8. The applicant will comply with the provisions of the Hatch Act which limit the political activity of employees.

9. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards.

10. The applicant's certifying officer:

(a) Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 insofar as the provisions of such act apply pursuant to this Part; and

(b) Is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.

11. The Community Development Program:

(a) Gives maximum feasible priority to activities which will benefit low- or moderate-income families or aid in the prevention or elimination of slums or blight;

(b) Contains activities designed to meet other community development needs having a particular urgency which are specifically identified and described in the applicant's community development plan summary and community development program.

12. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. It will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Federal Management Circular 74-7.

Legal Certification: As counsel for the applicant and an attorney-at-law admitted to practice in the State in which the applicant is located, I certify that the facts and representations contained in Assurance No. 1 above are true and in accordance with State and local law.

(Signature of Applicant's Counsel)

CHARLES R. MACK, County Counsel 9/22/75

(Type or Print Name of Applicant's Counsel) *(Date)*

EXHIBIT -C

RESOLUTION NO. 75-113

(Resolution Authorizing Execution of Joint Powers Agreement)

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974 (PL 93-383) certain funds made available upon application by local cities for Metropolitan Discretionary Grants for the purpose of upgrading substandard housing, improving public facilities to neighborhoods and alleviating environmental and economic problems; and

Micro Fiched

WHEREAS, the parties hereto have determined that it is in the public interest to submit a joint application for said funds and have reviewed and hereby endorse and join in the application of COUNTY for said funds attached hereto as Exhibit A; and

WHEREAS, the parties recognize and accept that a joint powers agreement is the most convenient and advantageous means of applying for said grant; and

WHEREAS, pursuant to Article I, Chapter 5 of Title I of the Government Code of the State of California, any two or more political subdivisions may enter into a cooperative agreement for the performance of any governmental function.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Chairman of the Board of Supervisors of the County of Yolo is hereby authorized and directed to execute the Joint Powers Agreement between the COUNTY of YOLO and the CITIES of Woodland, Davis and Winters which is designated as Yolo County Agreement No. 75-291.

2. That the County of Yolo will abide by all assurances attached to said agreement as Exhibit B thereto.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 22nd day of September 1975, by the following vote:

AYES: Dunean, Thompson, Edmonds, Barton, Marchand.

NOES: None.

ABSENT: None.

Micro Fiched

Bobby A. Marchand

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Ida E. Sims
DEPUTY

(SEAL)

EXHIBIT C

RESOLUTION NO. 75-34

RESOLUTION AUTHORIZING THE EXECUTION OF
A JOINT EXERCISE OF POWERS AGREEMENT

Micro Fiched

BE IT HEREBY RESOLVED that the Mayor and the City Clerk be and they are hereby authorized to sign that certain Joint Exercise of Powers Agreement among the COUNTY OF YOLO, the CITY OF DAVIS, the CITY OF WINTERS, and the CITY OF WOODLAND which agreement is attached hereto.

PASSED AND ADOPTED this 16th day of September, 1975, by the following vote:

AYES: COUNCILMEN: NORFOLK, SELLERS, THOMAS, ATHERTON

NOES: COUNCILMEN: NONE

ABSENT: COUNCILMEN: FREEMAN

Jack L Atherton

MAYOR
City of Winters

ATTEST:

Rose Marie Paul

CITY CLERK
City of Winters

EXHIBIT C

RESOLUTION NO. 2623

RESOLUTION AUTHORIZING THE EXECUTION
OF A JOINT EXERCISE OF POWERS AGREEMENT

Micro Fiched

BE IT HEREBY RESOLVED that the Mayor and the City Clerk be and they are hereby authorized to sign that certain Joint Exercise of Powers Agreement among the COUNTY OF YOLO, the CITY OF DAVIS, the CITY OF WINTERS, and the CITY OF WOODLAND, which agreement is attached hereto.

Passed and adopted this 15th day of September, 1975, by the following vote:

AYES: COUNCILMEN: Blair, Nardini, Roberts, Wyly

NOES: COUNCILMEN: Keller

ABSENT: COUNCILMEN: None

Don E. Wyly, Mayor

ATTEST:

Jean Winnop, City Clerk

CITY OF WOODLAND

EXHIBIT C

CLERK'S CERTIFICATION

I, Howard L. Reese, City Clerk of the City of Davis, California, do hereby certify that the foregoing is a full true and correct copy of RESOLUTION NO. 1821, SERIES 1975, duly adopted at a regular meeting of the City Council of said City, duly and regularly held at the regular meeting place thereof on the 17th day of September 1975 of which meeting all of the members of said Council had due notice and at which meeting a majority thereof was present; that at said meeting said resolution was adopted by the following vote:

Micro Fiched

AYES: Councilmen Black, Holdstock, Stevens, Tomasi, Mayor Poulos.

NOES: None.

ABSENT: None.

That I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said resolution is duly entered of record in Book of Resolutions, Book 13 , and said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes. That said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

WITNESS my hand and seal of said City of Davis this 18th day of September 1975.

Howard L. Reese

HOWARD L. REESE
CITY CLERK OF
THE CITY OF DAVIS

EXHIBIT C

RESOLUTION NO. 1821 , SERIES 1975

RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO SIGN A JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF YOLO AND THE CITIES OF YOLO COUNTY (WOODLAND, DAVIS AND WINTERS)

BE IT RESOLVED by the City Council of the City of Davis that the Mayor of the City of Davis and the City Clerk of the City of Davis be, and they are hereby authorized to execute that certain Joint Exercise of Powers Agreement, dated the 17th day of September , 19 75 , by and between the County of Yolo and the cities of Yolo County (Woodland, Davis and Winters).

Micro Fiched

BE IT FURTHER RESOLVED that all of the terms, covenants and conditions of said agreement be, and the same are hereby approved, ratified and confirmed.

PASSED AND ADOPTED by the City Council of the City of Davis on this 17th day of September , 1975, by the following vote:

AYES : Councilmen Black, Holdstock, Stevens, Tomasi, Mayor Poulos.

NOES : None.

ABSENT: None.

Joan G. Poulos

JOAN G. POULOS
Mayor

ATTEST:

Howard L. Reese

HOWARD L. REESE
City Clerk

EXHIBIT D

COUNTY OF YOLO
P.O. Box 127
Woodland, California
95695

CHARLES R. MACK, COUNTY COUNSEL
WALTER T. COLBY, Chief Deputy
ROBERT A. RUNDSTROM, Deputy
Room 304 - Courthouse
Telephone 666-8211

September 12, 1975

Erwin W. Meier
County Executive
County of Yolo
Courthouse
Woodland, Cal

Micro Fiched

Re: Joint Powers Agreement

Dear Mr. Meier:

This letter constitutes the opinion of this office with regard to the legal authority for the County of Yolo and the Cities of Woodland, Davis and Winters to execute a joint powers agreement for the purpose of applying for a federal grant for the 1975-76 fiscal year pursuant to Title I of the Housing and Community Development Act of 1974 (PL 93-383).

Government Code §§ 6500 et seq authorize public agencies, including the County and the Cities, to jointly exercise any power common to them. This joint exercise may be accomplished by means of a joint powers agreement executed by them.

Government Code § 53703 authorizes a County or a City to do all acts necessary to participate in a program authorized by a federal housing act.

Since, by virtue of Government Code § 53703 the County and the Cities separately are authorized to apply for the funds in question, they may enter a joint powers agreement to make a joint application, by virtue of Government Code §§ 6500 et seq.

Very truly yours,
CHARLES R. MACK, COUNTY COUNSEL

BY _____
C. LEE HUMES
DEPUTY COUNTY COUNSEL

CLH/scb

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 75-292

FILED
OCT - 7 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

Sub-Grantee Name
Young Men's Christian Association

Address
1300 College Street

Micro Fiched

City
Woodland, CA 95695

Phone:
666-2505 or 662-1086

Program Director
John Suhr, President

1. Amount of funds allocated per this sub-grant is $ 6,286.

2. Grant period begins October 1, 1975 and ends June 30, 1976.

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

(Legal Name of Sub-Grantee)

(Signature of Authorized Officer)

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

(Typed Name and Title of Authorized Officer)

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara Rodgers
DEPUTY

(SEAL)

SY-52

FILED
OCT - 7 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-292

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 29th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Young Men's Christian Association, 1300 College Street, Woodland, CA 95695, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

Micro Fiched

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:

   A. This Agreement.

   B. Signature sheet.

   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.

   E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

D. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

Micro Fiched

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Micro Fiched

7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

_____

October 1, 1975

POSITION LISTING

CETA TITLE II

Young Men's Christian Association

	Position	9 mos.-10/1/75 - 6/30/76 Salary & Benefits
One	Assistant Program Director	$ 6,286
	TOTAL THIS CONTRACT	$ 6,286

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A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Employment Development Department (EDD) and Project MOVE (More Opportunity through Varied Education). In order to insure special consideration for veterans, all job vacancies under Title II, except those to which former employees are being recalled, must be listed with EDD at least 48 hours before such vacancies are filled.

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2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding

residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. project as provided for in a contract the County has with M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, The County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

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At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing

an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases CETA participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the CETA participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Coordinator or his representative

will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

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1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

   Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level

and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate:

Classification	Percent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

2. Information is provided (Exhibit B) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to

assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through EDD and other resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer or through the services of EDD.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior

colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

TO: Title II Sub Agents

FROM: Manpower Coordinator

Provisions of CETA, the authority for the Title II Program, are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act which is the authority for the Title II program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected,

or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

Micro Fiched

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 109(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

Micro Fiched

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

Micro Fiched

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

Micro Fiched

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

RECEIVED
NOV 17 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 75-293

FILED
NOV 17 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

Sub-Grantee Name	United Christian Centers of the Greater Sacramento Area
Address	P.O. Box 8108,
City	Sacramento, CA 95818
Phone:	452-5715
Program Director	Charles Jenkins, President / George Turner, Executive Director

1. Amount of funds allocated per this sub-grant is $ 9,198.

2. Grant period begins October 1, 1975 and ends June 30, 1976.

Micro Fiched

United Christian Centers of the Greater Sacramento Area, Inc.
(Legal Name of Sub-Grantee)

Charles Jenkins
(Signature of Authorized Officer)

Charles Jenkins, President
Board of Directors
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara A. Rodgers
DEPUTY

SY-52

(SEAL)

RECEIVED
NOV 17 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
NOV 17 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 75-293

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 29th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the United Christian Centers 2620 - 21st Street, Sacramento, CA 95818, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

Micro Fiched

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance wich requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

Micro Fiched

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Micro Fiched

7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Micro Fiched

11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Micro Fiched

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

Micro Fiched

15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY Ruby A Marshall
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

Charles Jenkins

Charles Jenkins President
Board of Directors

October 1, 1975

POSITION LISTING

CETA TITLE II

Broderick Christian Center

	Position	9 mos.-10/1/75 - 6/30/76 Salary & Benefits
One	Driver	$ 4,426
One	Secretary/Receptionist	4,772
Two	TOTAL THIS CONTRACT	$ 9,198

Micro Fiched

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Employment Development Department (EDD) and Project MOVE (More Opportunity through Varied Education). In order to insure special consideration for veterans, all job vacancies under Title II, except those to which former employees are being recalled, must be listed with EDD at least 48 hours before such vacancies are filled.

Micro Fiched

2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.

3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding

residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

Micro Fiched

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. project as provided for in a contract the County has with M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, The County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Micro Fiched

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing

an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

Micro Fiched

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

Micro Fiched

It is recognized that in some cases CETA participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the CETA participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Coordinator or his representative

will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

Micro Fiched

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

   Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level

and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

Micro Fiched

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate:

Classification	Percent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

2. Information is provided (Exhibit B) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to

assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

Micro Fiched

3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through EDD and other resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer or through the services of EDD.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

Micro Fiched

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior

colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

Micro Fiched

If I may be of further assistance, please do not hesitate to call me.

TO: Title II Sub Agents

FROM: Manpower Coordinator

Provisions of CETA, the authority for the Title II Program, are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

Micro Fiched

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

Micro Fiched

In order to meet the provisions of the Comprehensive Employment and Training Act which is the authority for the Title II program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected,

or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

Micro Fiched

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205(c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 75-294

FILED
OCT 10 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

Sub-Grantee Name Yolo Family Service Agency
Address Midtown Building, Suite 103 327 College Street
City Woodland, CA 95695
Phone: 662-2211
Program Director Douglas Maha, President of Board of Directors

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1. Amount of funds allocated per this sub-grant is $ 6,858.

2. Grant period begins October 1, 1975 and ends June 30, 1976.

(Legal Name of Sub-Grantee)

Douglas Maha
(Signature of Authorized Officer)
10-10-75

(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Barbara Rodgers
DEPUTY

SY-52

(SEAL)

FILED
OCT 10 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

AGREEMENT NO. 75-294

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 29th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Yolo Family Service Agency, Midtown Bldg., Suite 103, 327 College Street, Woodland, CA 95695, hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

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C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

George Wood
10-10-75

October 1, 1975

POSITION LISTING

CETA TITLE II

Yolo Family Service Agency

	Position	9 mos.-10/1/75 - 6/30/76 Salary & Benefits
One	Account Clerk I	$ 6,858
	TOTAL THIS CONTRACT	$ 6,858

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A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Employment Development Department (EDD) and Project MOVE (More Opportunity through Varied Education). In order to insure special consideration for veterans, all job vacancies under Title II, except those to which former employees are being recalled, must be listed with EDD at least 48 hours before such vacancies are filled.
2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding

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residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. project as provided for in a contract the County has with M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

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All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, The County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing

an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases CETA participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the CETA participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Coordinator or his representative

will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

   Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level

and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

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The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate:

Classification	Percent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

2. Information is provided (Exhibit B) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to

assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through EDD and other resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer or through the services of EDD.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

Micro Fiched

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior

colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Micro Fiched

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

TO: Title II Sub Agents

FROM: Manpower Coordinator

Provisions of CETA, the authority for the Title II Program, are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act which is the authority for the Title II program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected,

or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

Micro Fiche

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

RECEIVED
OCT 15 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 75-295

FILED
OCT 15 1975
LAURENCE P. HENIGAN, Clerk
By Paula C. Conrad Deputy

Sub-Grantee Name
KVIE Channel 6

Address
2480 Garden Highway

City
Sacramento, CA 95801

Phone:
929-5843

Program Director
Leonard Down, Business Manager

Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 6,921 .

2. Grant period begins October 1, 1975 and ends June 30, 1976 .

Central Calif. Educational Television
dba KVIE/Channel 6
(Legal Name of Sub-Grantee)

Arthur A. Paul
(Signature of Authorized Officer)

Arthur A. Paul
Executive Vice President
and General Manager
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

By Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Paula C. Conrad
DEPUTY

SY-52

(SEAL)

RECEIVED
OCT 15 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
OCT 15 1975
LAURENCE P. HENIGAN, Clerk
By Paula C. Cruz
Deputy

AGREEMENT NO. 75-295

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 29th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the KVIE Channel 6, 2480 Garden Highway (P. O. Box 6), Sacramento, CA 95801, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

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C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

5. TERMINATION.

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A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

15. PERSONNEL.

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A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchant
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

Arthur A. Paul
Arthur A. Paul, Exec. Vice Pres. & Gen. Mgr., Central Calif. Educational Television dba KVIE/Channel 6

October 1, 1975

POSITION LISTING
CETA TITLE II
KVIE Channel 6

	Position	9 mos.-10/1/75 - 6/30/76 Salary & Benefits
One	Production Assistant	$ 6,921
	TOTAL THIS CONTRACT	$ 6,921

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A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Employment Development Department (EDD) and Project MOVE (More Opportunity through Varied Education). In order to insure special consideration for veterans, all job vacancies under Title II, except those to which former employees are being recalled, must be listed with EDD at least 48 hours before such vacancies are filled.

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2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding

residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. project as provided for in a contract the County has with M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, The County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

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At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing

an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions. Micro Fiched

It is recognized that in some cases CETA participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the CETA participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Coordinator or his representative

will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

   Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level

and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate:

Classification	Percent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

2. Information is provided (Exhibit B) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to

assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through EDD and other resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer or through the services of EDD.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior

colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

TO: Title II Sub Agents

FROM: Manpower Coordinator

Provisions of CETA, the authority for the Title II Program, are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act which is the authority for the Title II program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected,

or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workmen's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

Micro Fiched

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

RECEIVED
OCT 10 1975
LAURENCE P. HENICAN, Clerk
By _____ Deputy

Sub-Grantee Name

Sacramento Children's Home

Address

2750 Sutterville Road

City

Sacramento, CA 95820

Phone:

452-5301 or 456-7133

Program Director

Eric Gill, Executive Director

Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 10,140 .

2. Grant period begins October 1, 1975 and ends June 30, 1976 .

SACRAMENTO CHILDRENS HOME
(Legal Name of Sub-Grantee)

Eric Gill
(Signature of Authorized Officer)

Eric Gill
Executive Director
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENICAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY _____ DEPUTY

(SEAL)

SY-52

RECEIVED
OCT 10 1975
LAURENCE P. KEOUGAN, Clerk
By _____ Deputy

AGREEMENT NO. 75-205

(CETA TITLE II AGREEMENT)

Barbara Rodgers

THIS AGREEMENT made and entered into this 29th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Sacramento Children's Home, 2750 Sutterville Road, Sacramento, CA 95820, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT. Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Bobby A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

Eric Hill

October 1, 1975

POSITION LISTING

CETA TITLE II

Sacramento Children's Home

	Position	9 mos.-10/1/75 - 6/30/76 Salary & Benefits
Two	Child Care Workers	$ 10,140
	TOTAL THIS CONTRACT	$ 10,140

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A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Employment Development Department (EDD) and Project MOVE (More Opportunity through Varied Education). In order to insure special consideration for veterans, all job vacancies under Title II, except those to which former employees are being recalled, must be listed with EDD at least 48 hours before such vacancies are filled.

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2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding

residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

B. Orientation

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As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. project as provided for in a contract the County has with M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, The County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

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At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing

an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases CETA participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the CETA participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Coordinator or his representative

will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

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1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

   Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level

and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate:

Classification	Percent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

2. Information is provided (Exhibit B) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to

assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through EDD and other resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer or through the services of EDD.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior

colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

TO: Title II Sub Agents

FROM: Manpower Coordinator

Provisions of CETA, the authority for the Title II Program, are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act which is the authority for the Title II program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected,

or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 109(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205(c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

RECEIVED
NOV - 6 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT

AGREEMENT NO. 75-297

FILED
NOV - 6 1975
LAURENCE P. HENIGAN, Clerk
By Paula C. Corral Deputy

Sub-Grantee Name

County Supervisors Association of California

Address

11th & 'L' Building, Suite 201

City | Phone:

Sacramento, CA 95814 | 441-4011

Micro Fiched

Program Director

Richard E. Watson, Executive Director

1. Amount of funds allocated per this sub-grant is $ 6,327 .

2. Grant period begins October 1, 1975 and ends June 30, 1976 .

County Supervisors Association of Calif.
(Legal Name of Sub-Grantee)

R E Watson
(Signature of Authorized Officer)
Richard E. Watson

Richard E. Watson, Executive Director
(Typed Name and Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN

BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Paula C. Corral
DEPUTY

SY-52

(SEAL)

RECEIVED
NOV - 6 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
NOV - 6 1975
LAURENCE P. HENIGAN, Clerk
By Paula C. Conrad Deputy

AGREEMENT NO. 75-297

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 29th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the County Board of Supervisors Association, 11th & 'L' Bldg., Suite 201, Sacramento, CA 95814, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT. Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

Micro Fiched

B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

October 1, 1975

POSITION LISTING

CETA TITLE II

County Supervisor Association

	Position	9 mos.-10/1/75 - 6/30/76 Salary & Benefits
One	Clerk Typist I	$ 6,327
	TOTAL THIS CONTRACT	$ 6,327

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A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Employment Development Department (EDD) and Project MOVE (More Opportunity through Varied Education). In order to insure special consideration for veterans, all job vacancies under Title II, except those to which former employees are being recalled, must be listed with EDD at least 48 hours before such vacancies are filled.
2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

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The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding

residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

Preference shall be given to unemployed persons who are most severely disadvantaged, veterans who served in the Armed Forces in Indo-China or Korea after August 5, 1964 and who received other than a dishonorable discharge, welfare recipients, former manpower trainees, non-English speaking people and those people who are mentally or physically handicapped, but who can perform certain functions.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an outreach worker from the M.O.V.E. project as provided for in a contract the County has with M.O.V.E. to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, The County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

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At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower Programs and other priority categories established in CETA.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing

an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases CETA participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the CETA participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Coordinator or his representative

will be available to offer necessary counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

   Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level

and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

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The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate:

Classification	Percent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

2. Information is provided (Exhibit B) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to

assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall be contacted at this time to ascertain through EDD and other resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the M.O.V.E. Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer or through the services of EDD.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
County Executive Office
Room 202, Courthouse, Woodland

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position. Micro Fiched

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior

colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

TO: Title II Sub Agents

FROM: Manpower Coordinator

Provisions of CETA, the authority for the Title II Program, are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act which is the authority for the Title II program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected,

or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, M.O.V.E. and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title II

The grantee also will:

1. assure, for programs under Title II of the Act, that only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under Title II of the Act, and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas; (Sec. 205(c)(3))

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; (Sec. 205(c)(4)

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; (Sec. 205(c)(5))

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes; (Sec. 205(c)(6))

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3)providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

10-7-75

BARBARA A. RODGERS Deputy

AGREEMENT NO. 75-298

Sub-Grantee Name

Yolo Legal Center for the Elderly

Address

517 Second Street

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City

Woodland, CA 95695

Phone:

666-1903

Program Director

Roger Warren, Executive Director

1. Amount of funds allocated per this sub-grant is $ 5,418 .

2. Grant period begins October 1, 1975 and ends June 30, 1976 .

(Legal Name of Sub-Grantee)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Original Signed by
Roger K. Warren
(Signature of Authorized Officer)

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN

(Typed Name and Title of Authorized Officer)

BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY BARBARA A. RODGERS
DEPUTY

SY-52

(SEAL)

Filed 10-7-75
By BARBARA A. RODGERS

AGREEMENT NO. 75-298

(CETA TITLE VI AGREEMENT)

THIS AGREEMENT made and entered into this 29th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Yolo Legal Center for the Elderly, 517 Second Street, Woodland, CA 95695, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT.

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5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE

Original signed by
Roger K. Warren

October 1, 1975

POSITION LISTING

CETA TITLE VI

Yolo Legal Center for the Elderly

Position	9 mos.-10/1/75 - 6/30/76 Salary & Benefits
One Legal Stenographer	$ 5,418
One TOTAL THIS CONTRACT	$ 5,418

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Eligibility for Title VI Positions

A person in eligible for a Title VI position who has been unemployed for at least 30 days prior to application and who resides in Yolo County. Underemployed persons are eligible, but only under special conditions as spelled out in DOL regulations and must have the Program Agent's advance written approval before being hired.

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Preferential Eligibility Considerations

DOL rdquires that preferential consideration be given to the maximum extent feasibly consistent with the provisions of the Act to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for fifteen weeks or more. Within the special preferential group, agencies are to consider their Affirmative Action plans and the hiring of veterans.

Recruitment

Local civil service or merit system restrictions have prevented localities from moving immediately to hire unemployed people. DOL has asked that a blanket exemption be made for CETA Title VI jobs from these restrictions. To this end we are requiring the participating agencies to take this action if needed to obtain a blanket exemption. Local agencies are required to make use of EDD for recruitment purposes of unemployed persons eligible for unemployment insurance and to verify with EDD those unemployed persons not eligible for unemployment insurance.

A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-95 and FMC 74-4 and 74-7, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, age, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. It will comply with the requirement that no program under the Act shall involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 703(1), 712)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 703(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 703(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 703(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 703(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 703(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 703(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 703(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 703(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 703(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 703(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 703(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 703(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 703(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 706 of the Act.

x. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

C. Additional Assurances Relating to Public Service Employment Programs and All Activities Funded Under Title VI

The grantee also will:

1. assure that only persons residing in the area served by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under Title VI of the Act, (sec. 603(a)(2)(B), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment (as defined in secs. 204(c) 603(a)(2)).

2. assure that special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; provided however that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate; except where exempt under the provisions of section 604 of the Act.except where exempt under section 604 of the Act. (Secs. 205(c)(1)(B) and 604))

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3. assure (1) that special consideration in filling jobs will be given to unemployed persons who served in the armed forces in Indochina or Korea on or after August 5, 1964, in accordance with criteria established by the Secretary (and who have received other than dishonorable discharges), and (2) that it shall (i) make special efforts to acquaint such veterans with the program and the public service jobs available to veterans under the Act, and (ii) coordinate efforts in behalf of such veterans with those activities authorized by chapter 41 of Title 38, United States Code (relating to Job Counseling and Employment Services for Veterans), or carried out by other public or private organizations or agencies; and when feasible establish a veterans hiring goal of 30 percent; (Sec. 205(c)(5)).

4. assure that, to the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes except where exempt under Section 604 of the Act; (Sec. 205(c)(6) 604)).

5. assure that special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed and their prospects for finding employment without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job; (Sec. 205 (c)(7))

6. assure that no funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act; (Sec. 205 (c)(8))

7. assure that due consideration be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available;

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title VI to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields except where exempt under Section 604 of the Act. (Secs. 205(c)(19) and 604)).

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience) and to unemployed persons who have been unemployed for 15 or more weeks.

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including Civil Service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21)).

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13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that job opportunities will be allocated among State and local public agencies within its area, considering such factors as opportunities for transition, early hiring opportunities available within each area. Also, to the extent feasible, job opportunities will be provided in the local State Employment Service and Unemployment Insurance Service to assist in meeting increased workload resulting from higher unemployment rates.

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24)).

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

17. assure that it will plan and use the funds made available under Title VI of the Act as amended, over not more than a 12-month period with plans for that period being put into effect during the initial funding period and it understands that reallocation of funds may occur if the funds are not used.

BK.

FILED
SEP 29 1975
LAURENCE P. HERRIGAN, Clerk
By Barbara Rodgers
Deputy

AGREEMENT NO. 75-299

(Agreement for Janitorial Services at 201 and 213 West Beamer Street, Woodland)

THIS AGREEMENT made and entered into this 29th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and NU-LIFE & CLAYTON'S, 440 Placer Place, Woodland, California 95695, hereinafter called CONTRACTOR,

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W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide all labor, equipment and supplies to provide the following janitorial services at the indicated intervals to the entire interiors of the County of Yolo Mental Health Department buildings located at 201 and 213 West Beamer Street, Woodland, California, and the exterior areas adjacent to the buildings as noted, under the following terms and conditions:

A. Services shall include the following functions:

1. DAILY (Five days per week)

a. Dust mop all tiled floors with oiled dust mop.

b. Empty wastebaskets.

c. Empty ash trays and clean.

d. Dust office equipment and horizontal surfaces of desks, chairs, bookcases, filing cabinets, etc.

e. Clean sinks in kitchens.

f. Vacuum all carpeted areas.

g. Spot clean walls and carpets as required.

h. Replace burned out light bulbs. (Replacements furnished by COUNTY).

i. Clean, polish and disinfect wash basins, toilets and urinals in rest rooms.

j. Damp mop restroom floors.

k. Fill soap, towel, seat cover and toilet tissue dispensers. (Supplies furnished by COUNTY).

l. Wet mop all vinyl floors with disinfectant cleaner.

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m. Remove accumulated trash to outside refuse container.

n. Sweep porches, steps and sidewalks to street as necessary.

2. WEEKLY SERVICE

a. High dust ceilings, moldings and light fixtures.

b. Vacuum fabric covered furniture.

c. Damp wipe vinyl furniture.

d. Damp wipe wastebaskets, if necessary.

e. Dust vertical surfaces of desks, cabinets, chairs, etc.

3. MONTHLY SERVICE

a. Wax vinyl floors.

4. SEMI-ANNUALLY SERVICE

a. Wash all windows (inside and out) and wash window screens.

5. ANNUAL SERVICE

a. Steam clean all carpets thoroughly.

6. At All Times maintain custodial storage room in a neat and orderly condition.

B. The period of the contract shall be from October 1, 1975 through September 30, 1976 and shall be subject to automatic renewal for an additional twelve-month period upon written notice of same by CONTRACTOR thirty (30) days prior to the expiration date of subject contract, unless notice of cancellation is issued by COUNTY or CONTRACTOR during the 30-day period preceding the expiration date of

subject contract.

C. Cleaning services shall be performed five days each week, Monday through Friday, except for weekday official holidays recognized by COUNTY.

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D. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issuance of a "Notice of Inadequate Performance", specifying a 30-day warning period for attaining the desired cleanliness. If cleanliness standards are not achieved within the 30-day period, the contract may be revoked by 15 days' written notice to CONTRACTOR.

E. The detailed services specified above are not to be construed as all-inclusive. Additional minimal spot cleaning may be mandatory to maintain the desired cleanliness.

F. Supervisory personnel of CONTRACTOR shall make inspections of the premises at least once each week to assure adequate performance of contract specifications. One day prior to the accomplishment of the annual and semi-annual services, CONTRACTOR shall notify the Department Head, County Buildings and Grounds, telephone 666-8208, that such services are to be accomplished. The supervisor or cleaning crew, when appropriate, shall report on unusual situations or occurrences -- unlocked doors, stopped up plumbing, leaks, broken windows or fixtures, etc., to the Department Head stated above.

G. Supplies furnished by COUNTY may be replenished by CONTRACTOR notification of Department Head specified above.

H. CONTRACTOR employees shall not use telephones, disturb paper on desks, in cabinets or in drawers and shall not tamper with personal property.

I. CONTRACTOR shall provide all equipment and supplies necessary to accomplish the custodial tasks, except those items

of supply specified herein which are to be provided by COUNTY.

J. CONTRACTOR shall provide necessary containers to convey trash to outside refuse collection point.

K. CONTRACTOR shall insure that all building lights are out except those necessary for the cleaning crew in the area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

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2. In consideration of the covenants of CONTRACTOR herein, COUNTY hereby agrees to pay the sum of FOUR HUNDRED TWENTY-FIVE ($425) DOLLARS per month.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duties and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting his business of rendering janitorial service.

B. The term of this agreement shall begin on October 1, 1975, and shall continue until September 30, 1976, unless sooner terminated by COUNTY for inadequate performance in the manner hereinafter set forth.

C. CONTRACTOR agrees to pay and save COUNTY harmless from and to defend COUNTY against any and all claims arising from any act, omission, or negligence of CONTRACTOR, or its contractors, licensees, agents, servants or employees.

D. During the term of this agreement, CONTRACTOR shall, at his own expense, maintain in full force a policy or policies of public liability insurance insuring CONTRACTOR and COUNTY against liability for injury for persons and property and for death of persons arising from any acts or injury or damage arising from any act, omission, or negligence of CONTRACTOR or its subcontractors, licensees, agents, servants, or employees. Each such policy shall

be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall be not less than $100,000 for any one person injured or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage. CONTRACTOR shall provide COUNTY with certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days' notice to COUNTY.

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E. It is hereby stipulated by CONTRACTOR that he has inspected the premises and finds them to be in a safe condition.

F. No alteration or variation of the terms of this agreement shall result unless made in writing and signed by the parties hereto and no oral understandings or agreements not incorporated herein, no alterations or variations in the terms hereof unless so made, shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Bobby A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

NU-LIFE & CLAYTON's

BY A. E. Harris
A. E. HARRIS

Book

SEP 29 1975

Barbara Rodgers

AGREEMENT NO. 75- 200

(Agreement for Janitorial Services at the Yolo County Branch Library in Davis)

THIS AGREEMENT made and entered into this 29th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and OTTO H. SPRINK, doing business as RELIABLE MAINTENANCE, 511 Maple Street, West Sacramento, California 95691, hereinafter called CONTRACTOR,

Micro Fiched

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide all labor, equipment and supplies to provide the following janitorial services at the indicated intervals to the entire interiors of the County of Yolo Branch Library located at 315 East 14th Street, Davis, California, and the exterior areas adjacent to the building as noted below.

   A. Services shall include the following functions:

      1. DAILY (Six days per week)

         a. Empty all waste baskets, trash receptacles, and ash trays.

         b. Damp wipe all ash trays.

         c. Empty all pencil sharpenters.

         d. Dust desks, desk equipment, chairs, office machines, filing cabinets, book shelves and books, window sills, ledges, etc.

         e. Sweep and dust mop all uncarpeted floor areas, including staff room, work room, store rooms, office, etc.

         f. Clean, disinfect, and polish wash basins, toilet bowls, urinals and fixtures in rest rooms. Wash

toilet seats and lids.

g. Fill towel, soap, toilet seat covers, and other dispensers. (Supplies furnished by COUNTY).

h. Sweep and damp mop all building entrances.

i. Damp mop rest room floors.

j. Clean entrance door glass.

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k. Clean drinking fountains and sinks.

l. Spot wipe doors and walks, as required, to maintain cleanliness.

m. Vacuum all carpeted areas as needed.

n. Remove all accumulated trash to outside refuse collection area.

o. Pick up and remove trash and paper in parking lot area.

2. WEEKLY SERVICE

a. Spot clean carpeted areas as necessary.

b. Vacuum fabric covered furniture.

c. Wet mop hallways, restrooms and traffic lanes.

d. Recoat floors with floor finish and buff, as needed.

e. Clean interior doors, woodwork and walls as needed.

f. Wash entrance way glass inside and outside.

g. Dust vertical surfaces of desks, chairs, cabinets, etc.

h. Damp wipe inside of wastebaskets and trash receptables - Wash and dry, if necessary.

i. Sweep parking lot, as required.

3. MONTHLY SERVICE

a. Strip floors of all old finish as needed.

b. Refinish all floor areas as needed.

c. Wash all windows inside and out, sills and

casings included.

d. High dust all walls and moldings.

e. Damp wash woodwork frames and trim.

f. Dust fluorescent light fixtures.

g. Hose down parking lot and walks with pressure nozzle.

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4. ANNUAL SERVICE

a. Steam clean all carpeted areas - move all furniture except book shelves.

b. Wash all light fixtures.

c. Vacuum high air grills.

5. AT ALL TIMES

a. Maintain janitor storage room and equipment in a neat and orderly condition.

B. The period of the contract shall be from October 1, 1975 through September 30, 1976 and shall be subject to automatic renewal for an additional twelve-month period upon written notice of same by CONTRACTOR thirty (30) days prior to the expiration date of subject contract, unless notice of cancellation is issued by COUNTY or CONTRACTOR during the 30-day period preceding the expiration date of subject contract.

C. Cleaning services shall be performed six (6) days each week except for weekday official holidays recognized by COUNTY.

D. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in issuance of a "Notice of Inadequate Performance", specifying a 30-day warning period for attaining the desired cleanliness. If cleanliness standards are not achieved within the 30-day period, the contract may be revoked by 15 days' written notice to CONTRACTOR.

E. The detailed services specified above are not to be construed as all-inclusive. Additional minimal spot cleaning may be mandatory to maintain the desired cleanliness.

F. Supervisory personnel of CONTRACTOR shall make inspections of the premises at least once each week to assure adequate performance of contract specifications. One day prior to the accomplishment of the annual services, CONTRACTOR shall notify the Department Head, County Buildings and Grounds, telephone 666-8208, that such services are to be accomplished. The supervisor or cleaning crew, when appropriate, shall report on unusual situations or occurrences -- unlocked doors, stopped up plumbing, leaks, broken windows or fixtures, etc., to the Department Head stated above.

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G. Supplies furnished by COUNTY may be replenished by CONTRACTOR notification of Department Head specified above.

H. CONTRACTOR employees shall not use telephones, disturb paper on desks, in cabinets or in drawers and shall not tamper with personal property.

I. CONTRACTOR shall provide all equipment and supplies necessary to accomplish the custodial tasks, except those items of supply specified herein which are to be provided by COUNTY.

J. CONTRACTOR shall provide necessary containers to convey trash to outside refuse collection point.

K. CONTRACTOR shall insure that all building lights are out except those necessary for the cleaning crew in the area being worked. Upon leaving the building, cleaning crew must extinguish lights and lock all doors.

2. In consideration of the covenants of CONTRACTOR herein, COUNTY hereby agrees to pay the sum of FOUR HUNDRED NINETY-SIX ($496) DOLLARS per month.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duties and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting his business of rendering janitorial service.

B. The term of this agreement shall begin on October 1, 1975, and shall continue until September 30, 1976, unless sooner terminated by COUNTY for inadequate performance in the manner hereinafter set forth.

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C. CONTRACTOR agrees to pay and save COUNTY harmless from and to defend COUNTY against any and all claims arising from any act, omission, or negligence of CONTRACTOR, or its contractors, licensees, agents, servants or employees.

D. During the term of this agreement, CONTRACTOR shall, at his own expense, maintain in full force a policy or policies of public liability insurance insuring CONTRACTOR and COUNTY against liability for injury for persons and property and for death of persons arising from any acts or injury or damage arising from any act, omission, or negligence of CONTRACTOR or its subcontractors, licensees, agents, servants, or employees. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall be not less than $100,000 for any one person injured or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage. CONTRACTOR shall provide COUNTY with certificates of all policies, including in each instance an endorsement that such insurance shall not be cancelled without ten (10) days' notice to COUNTY.

E. IT IS HEREBY STIPULATED by CONTRACTOR that he has inspected the premises and finds them to be in a safe condition.

F. No alteration or variation of the terms of this agreement

shall result unless made in writing and signed by the parties hereto and no oral understandings or agreements not incorporated herein, no alterations or variations in the terms hereof unless so made, shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

Micro Fiched

BY Barbara Rodgers
DEPUTY

(SEAL)

OTTO H. SPRINK, doing business as RELIABLE MAINTENANCE

BY Otto H Sprink
OTTO H. SPRINK

OFFICE OF THE COUNTY EXECUTIVE

CONTRACT SUMMARY SHEET

SUBJECT: Agreement for Janitorial Services

COUNTY DEPARTMENT(S) INVOLVED: County Library

CONTRACTOR(S): Reliable Maintenance

PURPOSE: To provide janitorial services for the Davis Library

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TERM OF CONTRACT: October 1, 1975 through September 30, 1976

MONETARY PROVISIONS:

(1) Cost to County

The annual cost of the new contract is $5,952. When compared with last year's cost of $5,760, the increase is $192 annually or $16 per month.

(2) Other

COMMENTS: Funds have been budgeted in the County's Library budget to cover the cost of janitorial services.

DATE: September 18, 1975

AGREEMENT NO. 75-301

THIS AGREEMENT, made and entered into this 1st day of October, 1975, by and between the State of California, Department of General Services, Communications Division, hereinafter called STATE, and the County of Yolo, hereinafter called COUNTY

WITNESSETH:

WHEREAS, STATE is authorized under State Government Code Section 14624 to render services to local political subdivisions, and

WHEREAS, COUNTY has obtained a grant award from the Office of Criminal Justice Planning for project titled "Consolidation of Communications Control Center Console" and

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WHEREAS, COUNTY desires to have STATE provide consultant services required in the project,

NOW, THEREFORE, the parties do hereby agree as follows:

1. STATE agrees to provide the necessary consultant services to include the following:
   a. Furnish radio equipment specifications appropriate for competitive bidding procedures.
   b. Assist Project Director in the review and evaluation of bid responses.
   c. Assist Project Director in the selection of a vendor.
   d. Assist Project Director in the supervision and inspection of installation work, in system evaluation and acceptance testing, and preparation of the evaluation report.
   e. Prepare a ten-year improvement plan to upgrade and maintain the communications system as operational needs increase and to reflect requirements of 911 legislation.
2. COUNTY agrees to provide services and make payments as follows:
   a. Provide such personnel as required for coordination and liaison with STATE during the project period.

RECEIVED
OCT 10 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
OCT 10 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

b. Fully reimburse State for services provided under this agreement at hourly rates computed in accordance with State Administrative Manual, Section 8755.1. Current hourly rates, including administrative overhead, travel and per diem expenses, are as follows:

Engineering Services:
1975-76 F.Y. - $24.60 per hour

Technician Services:
1975-76 F.Y. - $23.55 per hour

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c. Make payment(s) to STATE upon receipt of statement(s) of charges submitted by STATE.

3. The total amount under this agreement shall not exceed $1,500. It is understood by both parties that STATE is not obligated to render services the charges for which exceed the $1,500 limitation herein specified.

4. COUNTY agrees to indemnify, defend, and save harmless the STATE, its officers, agents and employees from any and all claims and losses accruing or resulting in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by COUNTY in the performance of this agreement.

5. The term of this agreement shall be for a period of 9 months, beginning October 1, 1975 and ending June 30, 1976.

6. This agreement may be altered, amended, or modified by mutual agreement, in writing, by the parties hereto and may be terminated by either party hereto giving thirty (30) days written notice to the other party.

7. STATE agrees to abide by all terms and conditions of the Office of Criminal Justice Planning, Standard Third Party Contract Provisions, a copy of which is attached hereto referenced Exhibit "A".

8. Notices and communications hereunder shall be given by each party to the other at their respective addresses as follows:

State of California
Communications Division
2025 19th Street
Sacramento, California 95818

County of Yolo
Board of Supervisors
P.O. Box 179
Woodland, California 95695

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the days and year first above written.

STATE OF CALIFORNIA
Communications Division

By _____

Division Chief
Title

COUNTY OF YOLO

Micro Fiched

By _____
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Title

CALIFORNIA OFFICE OF CRIMINAL JUSTICE PLANNING

STANDARD THIRD PARTY CONTRACT PROVISIONS

1. The _____, hereafter referred to as Subgrantee, and the California Office of Criminal Justice Planning, hereafter referred to as OCJP, entered into a grant award, No. _____ dated _____, hereafter referred to as "grant award." Said grant award is incorporated in the within Agreement. It is expressly understood and agreed that Subgrantee will retain ultimate control and responsibility for the grant award project and the Contractor agrees to be bound by the terms and conditions of said grant award applicable to Subgrantee in the conduct of the project.

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2. The Contractor agrees to perform under this Agreement in accordance with all terms and conditions contained in the OCJP Fiscal Affairs Manual and the financial guidelines prescribed by the Law Enforcement Assistance Administration (hereafter referred to as LEAA) and the OCJP.

3. Assignment or Subcontracting. No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of Subgrantee and any attempt by the Contractor to assign or subcontract any performance of the terms of this Agreement without the express written consent of Subgrantee shall be null and void and shall constitute a breach of this Agreement. Whenever the Contractor is authorized to subcontract or assign, he will include all the terms of this Agreement in each such subcontract or assignment.

4. Assurance of Compliance with Civil Rights Laws. The Contractor hereby assures that it will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulations of the Department of Justice and the LEAA issued pursuant to that title, to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor will comply with Justice Department Equal Employment Regulations in federally-assisted programs (28 CFR Part 42, Subpart D) to the end that employment discrimination in such programs on the grounds of race, color, creed, sex, or national origin shall be eliminated. The Contractor recognizes the right of the United States to seek judicial enforcement of the foregoing covenants against discrimination.

If this Agreement provides for payment to the Contractor in excess of $10,000, the Contractor shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity," as supplemented. The Contractor shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, and age and which specifies goals and target dates to assure the implementation of equal employment.

5. Maintenance and Inspection of Contractual Records. The Contractor agrees that the Subgrantee, the OCJP, the LEAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to and the right to examine, audit, excerpt and transcribe any directly pertinent transactions relating to this Agreement. Such material must be kept and maintained for a period of three years after termination of the grant award or until an audit is completed by OCJP and LEAA and all questions arising therefrom are resolved, whichever is sooner. The Contractor agrees to keep and maintain all records prescribed by LEAA, and any other records that may be required by other laws or regulations of Federal, state or local governmental units.

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6. Copyrights and Rights in Data. Where activities supported by this Agreement produce original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer programs includes executable computer programs and supporting data in any form), the OCJP, the LEAA, and Subgrantee reserve the right to use, duplicate and disclose, in whole or in part, in any manner for any purpose whatsoever, and to authorize others to do so. If the material is subject to copyright, the Subgrantee reserves the right to copyright such and the Contractor agrees not to copyright such material. If the material is copyrighted, the OCJP and the LEAA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

7. Publications. Both the OCJP and the Subgrantee reserve the right to require the Contractor not to publish, and the Contractor thereupon shall refrain from publishing original books, manuals, films or other copyrightable material produced by activities supported by this Agreement, whether copyrighted or not, that may be disignated by the OCJP or the Subgrantee. Such right shall be exercised by addressing written notice to that effect to the Contractor. Before publishing any materials produced by activities supported by this Agreement, the Contractor shall notify Subgrantee and OCJP sixty days in advance of any such publication. If the Subgrantee and OCJP fail to exercise the right to prohibit publication as set forth above within sixty days of the receipt of the notice of intent to publish, the Contractor may publish said material. The Contractor shall furnish twenty copies of the materials so published to Subgrantee and OCJP. Any such publication by the Contractor shall include on the title page the following standard disclaimer:

> "The preparation of these materials was financially aided through a Federal grant from the Law Enforcement Assistance Administration and the California Office of Criminal Justice Planning under the Omnibus Crime Control and Safe Streets Act of 1968, as amended. The opinions, findings, and

conclusions in this publication are those of the author and are not necessarily those of the Law Enforcement Assistance Administration or the California Office of Criminal Justice Planning."

"OCJP reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use these materials, and to authorize others to do so."

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8. Patents. If any discovery or invention arises or is developed in the course of or as a result of work performed under this Agreement, the Contractor shall refer the discovery or invention to Subgrantee and OCJP. The Contractor hereby agrees that determinations of rights to inventions or discoveries made under this Agreement shall be made by LEAA, or its duly authorized representative, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions or discoveries, including title to and license rights under any patent application or patent which may issue thereon. The determination of LEAA, or its duly authorized representative, shall be accepted as final. The Contractor agrees and otherwise recognizes that LEAA, OCJP, and Subgrantee shall acquire at least an irrevocable, non-exclusive, and royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this Agreement.

9. Contractor Work Hours and Safety Standards. If this Agreement provides for payment in excess of $2,500 ($2,000 for construction contracts) and involves the employment of mechanics or laborers, the Contractor agrees: a) That each mechanic or laborer will have wages computed on the basis of a standard work day of eight hours and a standard work week of forty hours. Work in excess of the standard work week or day is permissible provided that the worker is compensated at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or forty hours in the work week; b) That no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation (29 CFR 1518). These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. Compliance with Economic Stabilization Programs. If this Agreement provides for payment in excess of $2,500, the Contractor shall comply with applicable regulations and standards of the Cost of Living Council in establishing wages and prices. The Contractor certifies that the submission of an invoice or voucher for property, goods or services furnished under this Agreement do not exceed the maximum allowable levels authorized by the Cost of Living Council regulations or standards. Violations shall be reported to OCJP and the local Internal Revenue Service field office.

FILED
SEP 29 1975
LAURENCE K. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

AGREEMENT NO. 75- 302

(Agreement to Provide an Alcoholic Recovery Home)

THIS AGREEMENT made and entered into this 29th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and YOLO ALCOHOLIC RECOVERY CENTER, a non-profit corporation, hereinafter called CONTRACTOR,

W I T N E S S E T H:

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RECITALS:

1. COUNTY has available funds from the State of California for the rehabilitation of alcoholics and for such public health purposes as are described herein, and has a need for the services of CONTRACTOR to achieve those purposes.
2. The purpose of this project is to provide a community-based, peer-group oriented, residential facility that provides food, shelter, and certain services in a supportive non-drinking environment for ambulatory and mentally competent recovering alcoholics.
3. CONTRACTOR has devised a method of accounting for and describing services to be rendered hereunder which is set forth in Exhibit "A" herein and which method is approved by COUNTY and shall be used to describe the services rendered hereunder and the charges therefor in monthly billing.
4. Attached hereto and incorporated herein marked Exhibit "B" is a general description of the program and the services to be rendered by CONTRACTOR.
5. CONTRACTOR agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. Services to be rendered pursuant to this Agreement shall include but not be limited to the services outlined in Exhibits "A" and "B" attached hereto and incorporated herein.

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2. Payment.

A. Compensation payable to CONTRACTOR by COUNTY for the above said services shall be a total sum not to exceed TWENTY-THREE THOUSAND, THREE HUNDRED SIXTY DOLLARS ($23,360).

B. Such payments shall be made by COUNTY to CONTRACTOR monthly upon submission of a claim to COUNTY countersigned and approved by the Director of Mental Health Services, detailing services provided and time spent on each item.

C. CONTRACTOR shall maintain full and complete records of services rendered sufficient to enable the audit of the entire program at any time by COUNTY or State offices. Said records shall be maintained for not less than four (4) years from the date of their creation.

D. CONTRACTOR hereby represents and acknowledges that it has applied for and been granted General Revenue Sharing Funds by COUNTY, and that said funds are not to be used or allocated in any way to offset the expenses for the services provided under the terms of this Agreement. All funds received by CONTRACTOR from COUNTY pursuant to this Agreement shall be used for and applied to the expenses incurred in the performance of this Agreement, and for no other purpose. CONTRACTOR agrees to separately account for the General Revenue Sharing Funds and the funds paid pursuant to this Agreement, and to employ accounting procedures approved by COUNTY's Auditor for this purpose.

3. Relationship of Parties. The relationship of COUNTY and CONTRACTOR is and shall be construed to be that CONTRACTOR is an

independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor of CONTRACTOR an employee, agent or contractor of COUNTY, nor shall they be construed to be so.

4. Liability. Micro Fiched

A. The Services to be performed under this Agreement will be performed entirely at CONTRACTOR's risk, and CONTRACTOR assumes all responsibility for the condition of building and equipment used in the performance of this Agreement.

B. CONTRACTOR shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of at least $100,000/$100,000, specifically naming COUNTY as an insured for all purposes thereunder.

C. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Community Services Systems Manual. CONTRACTOR agrees to comply with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "C" attached hereto and incorporated herein.

6. Amendments. The body of this Agreement, together with the Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, alteration or deletion of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and exexuted by the parties executing this Agreement or their successors in office.

7. Term. This Agreement shall commence on July 1, 1975, and terminate June 30, 1976. This Agreement may be terminated by

either party upon thirty (30) days' written notice to the other of such intention.

8. Other Agreements. This Agreement supersedes all other agreements for Alcoholic recovery services. Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy C. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

YOLO ALCOHOLIC RECOVERY CENTER,
a non-profit corporation

BY Richard S Cameron Jr

MENTAL HEALTH SERVICES

BY C P Thomson
PROGRAM CHIEF

EXHIBIT "A"

UNIT OF BILLING SCHEDULE

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Services rendered hereunder shall be at the rate of $9.75 per unit.

One unit equals 24 hours' room and board and social rehabilitation services for each person in a non-drinking environment, and includes alcoholism group sessions, home use management services, and supervision.

EXHIBIT "B"

RECOVERY HOUSE SERVICES

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A. Alcoholic recovery house services are defined for the purposes of this contract as a community-based, peer group oriented, residential facility that provides food, shelter, and certain services in a supportive non-drinking environment for ambulatory and mentally competent recovering alcoholics.

B. The services include:

1. Room and board

2. Group sessions oriented towards practical problems in social, occupational, residential and other areas

3. Individual counseling and support

4. Liaison on behalf of client in utilizing county and private services

5. Other program services in agreement with the purposes and standards as set forth by the State Guidelines

6. Administrative services as required by the same alcoholism State Guidelines

C. It is understood that Mental Health Services will pay for the services provided to patients whom they have screened, evaluated, and for whom they have developed a rehabilitation plan.

[illegible] November 27 [illegible] 73

Exhibit "C"

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. State requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

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The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

FILED

SEP 29 1975

LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 75-303

(Agreement to Provide Funds for the Alcoholism Information Center)

THIS AGREEMENT made and entered into this 29th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and EAST YOLO INFORMATION CENTER FOR ALCOHOLISM, a non-profit corporation, hereinafter called CENTER,

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W I T N E S S E T H:

RECITALS:

1. CENTER is a non-profit corporation formed to prevent alcoholism in the County of Yolo. The Yolo County Mental Health Department has a need for the services provided by CENTER.
2. CENTER has presented COUNTY with a proposed budget for the period of July 1, 1975 through June 30, 1976, a copy of which is attached hereto, incorporated herein, and designated as Exhibit "A".
3. CENTER agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. The services CENTER shall provide to COUNTY shall include but not be limited to the following:
   A. Provide information about alcoholism and alcohol abuse.
   B. Provide limited pre-treatment counseling to those concerned about themselves or another in relation to alcohol abuse.
   C. Refer individuals and families to appropriate service resources.
   D. Act as an advocate for clients or agencies.

E. Make information about alcohol and alcoholism readily available to all segments of the community.

F. Assist the alcoholic in becoming motivated to seek treatment or help.

G. Provide consultation to employers on alcohol abuse control.

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H. Provide at least a 14-hour per day answering service relevant to alcoholism.

I. Transport clients, when indicated, to available services.

J. Make home visits with a Mental Health Counselor.

2. Payment.

A. For above said service, COUNTY shall pay to CENTER a total sum not to exceed SEVEN THOUSAND, FIVE HUNDRED, FIFTY-THREE DOLLARS ($ 7,553).

B. Such payments shall be made by COUNTY to CENTER monthly upon submission of a claim to COUNTY designating services rendered and time spent on each item, countersigned and approved by the Director of Mental Health Services.

C. CENTER shall maintain full and complete records of services rendered and payment received, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for at least four (4) years.

D. General Revenue Sharing Clause: EAST YOLO INFORMATION CENTER FOR ALCOHOLISM hereby represents and acknowledges that it has applied for and been granted General Revenue Sharing Funds by COUNTY, and that said funds are not to be used or allocated in any way to offset the expenses for services provided under the terms of this Agreement. All funds received by CENTER from COUNTY pursuant to this Agreement shall be used for and applied to the expenses incurred in the performance of this Agreement, and for

no other purpose. CENTER agrees to separately account for the General Revenue Sharing Funds and the funds paid pursuant to this Agreement, and to employ accounting procedures approved by COUNTY's Auditor for this purpose.

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3. Relationship of Parties. At no time during the performance of the duties and obligations devolving upon CENTER under this Agreement is any employee, contractor or agent of CENTER acting or performing as an employee or agent of COUNTY for any purpose. CENTER is an independent contractor of COUNTY for all purposes under this Agreement.

4. Liability.

A. The services to be performed under this Agreement will be performed entirely at CENTER's risk, and CENTER assumes all responsibility for the condition of buildings and equipment used in the performance of this Agreement.

B. CENTER shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of at least $100,000/$100,000 specifically naming COUNTY as an insured party thereto for all purposes.

C. CENTER agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Amendments. This writing together with the Exhibits attached hereto, fully expresses the understanding of the parties and shall constitute the final Agreement. No addition to, deletion or alteration of any term of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

6. TERM. This Agreement shall commence on July 1, 1975, and terminate on June 30, 1976; provided, however, that this Agreement may be terminated by either party upon thirty (30 days' written notice to the other of such intention. Micro Fiched

7. Other Agreements. This Agreement supersedes all agreements heretofore entered into between the parties.

8. Community Services Systems Manual. CENTER agrees to comply with all of the provisions contained in the Community Services Systems Manual (Exhibit "B" Attached hereto and incorporated herein by this reference). Such notices may be given as follows:

COUNTY:

Yolo County Mental Health Services
P. O. Box 1217
Woodland, California 95695

CONTRACTOR:

East Yolo Information Center for Alcoholism
1040 West Capitol Avenue, Suite C-1
West Sacramento, California 95691

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers
DEPUTY

(SEAL)

EAST YOLO INFORMATION CENTER FOR
ALCOHOLISM, a non-profit corporation

BY _____
PRESIDENT

Micro Fiched

BY _____
SECRETARY

MENTAL HEALTH SERVICES

BY _____
PROGRAM CHIEF

EA[illegible]OLO INFORMATION CENTER CONTRA[illegible]

EXHIBIT "A"

ESTIMATED EXPENDITURES		REVENUE SOURCES	
		MENTAL HEALTH	REVENUE SHARING
SALARIES			
Director	$7,200		Micro Fiched
Secretary	240		
Janitor	120		
SUB-TOTAL	$7,560	$2,130	$5,430
BENEFITS	0		
SUB-TOTAL	0		
OTHER GOODS			
Insurance	$ 100		
Education Material	550		
Office Supplies	838		
SUB-TOTAL	$1,488	$1,488	0
SERVICES & LEASES			
Rent	$1,320		
Advertising	600		
Tel. Answ. (9 mo's)	405		
SUB-TOTAL	$2,325	$2,325	0
MAINTENANCE & UTILITIES			
Gas & Electricity	$ 300		
Telephone	540		
Office Maintenance	120		
SUB-TOTAL	$ 960	$ 960	0
TRANSPORTATION & TRAVEL			
Gas	$ 300		
Conf. & Mtg.	350		
SUB-TOTAL	$ 650	$ 650	0
STAFF TRAINING	0		
SUB-TOTAL	0		
TOTAL	$12,983	$7,553	$5,430

EXHIBIT B

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

Micro Fiched

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

10-15-75

AGREEMENT NO. 75-304 PAULA C. CORRAL

(Agreement for Revenue Sharing Funds)

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THIS AGREEMENT, made and entered into this 28th day of October, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and UNITED CHRISTIAN CENTERS, Broderick Christian Center hereinafter called RECIPIENT.

W I T N E S S E T H:

1. COUNTY has received and has on hand funds from the Federal Government pursuant to the provisions of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221 - 1263, to be used in certain priority areas, including recreation (31 CFR § 51.31 (a)(1)(v)), and capital acquisition (31 CFR § 51.31(a)(2)).

2. RECIPIENT has submitted an application and proposal for a grant of revenue sharing funds for such purposes, and the Board of Supervisors of COUNTY in public hearing fully examined said proposal and has approved it by Minute Order on June 19, 1975; COUNTY wishes to implement said proposal pursuant to Goverment Code §§ 25209 and 53703.

AGREEMENTS:

1. COUNTY shall, upon execution of this agreement, pay over to RECIPIENT, the sum of THREE THOUSAND AND NO/100 DOLLARS ($3,000.)

2. RECIPIENT hereby promises and undertakes to use all of said funds exclusively for the purposes stated in the summary of proposal and budget statement attached hereto as Exhibit A and incorporated herein by this reference, and agrees to comply with the terms of this agreement.

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3. RECIPIENT agrees that the activities to be undertaken pursuant to this agreement are those activities described in the proposal attached hereto as Exhibit A, and agrees to administer said activities by or under the supervision of RECIPIENT in such a manner so as to insure compliance with said proposals.

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4. RECIPIENT agrees to deposit all funds received pursuant to this agreement in a separate bank account, and to separately account therefor with sufficient detail to enable COUNTY's auditor to determine the amount received, and amount expended, and the amount remaining at any time. RECIPIENT further agrees to report to COUNTY the expenditures of such funds in the form and manner prescribed by COUNTY.

5. Accounting:

RECIPIENT agrees:

a. To maintain proper and adequate records and ledgers sufficient to enable an audit of the program which is the subject of this agreement in the event that an audit is necessary in the judgment of COUNTY's auditor, and to make said ledgers and records available to such audit upon reasonable request of COUNTY.

b. To maintain its financial accounts in a manner sufficient to:

1. Permit necessary reports required by the Secretary of the Tresury to be prepared therefrom;

2. Document compliance with the prohibition of use of Revenue Sharing funds as matching funds to obtain a Federal grant.

3. Permit the tracing of Revenue Sharing funds to a level of expenditure which is adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act, applicable

regulations, and this agreement.

4. Be available to inspection by employees of COUNTY the aforesaid records and documents, upon reasonable request of COUNTY.

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5. To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY's auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

6. Prohibition of Matching Funds: RECIPIENT agrees and warrants that no funds received pursuant to this agreement will be used either directly or indirectly as matching funds to obtain any other Federal funds. RECIPIENT further agrees to comply with the provisions of 31 CFR § 51.30, a copy of which is attached hereto as Exhibit B, and incorporated herein by this reference.

7. Compliance with State and Local Fiscal Assistance Act of 1972. RECIPIENT agrees to comply with all requirements of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512, 31 USC §§ 1221 through 1263) and with all applicable rules and regulations promulgated thereunder. (31 Code of Fed. Reg. 51).

8. Non Discrimination:

A. RECIPIENT agrees to comply with Title VI and VII of the Civil Rights Act of 1964, with § 122(a) of the Revenue Sharing Act, with 31 CFR § 31.52 attached hereto as Exhibit B and incorporated herein by this reference, and with the Constitution and applicable laws of the State of California.

B. RECIPIENT agrees and warrants that it will not, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

1. Deny any service or other benefit provided under the program or activity subject to this agreement.

2. Provide any service or other benefit which is different, or provided in a different form from that provided to others under the program or activity.

3. Subject to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit under the program or activity.

4. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity.

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5. Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity.

6. Deny an equal opportunity to participate in any program or activity as an employee.

7. Utilize any criterion or method of administration of the program which is the subject of this agreement which has the effect of subjecting individuals to discrimination, or has the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

8. Make an selection of such sites or locations for facilities operated pursuant to this agreement which has the effect of excluding individuals from, denying then the benefits of, or subjecting them to discrimination.

8. Insurance: Without limiting RECIPIENT's agreement to indemnify COUNTY, RECIPIENT agrees to maintain in force at all times during the performance of this agreement, a policy or policies

of insurance sufficient to fully cover its operation. RECIPIENT further agrees to maintain in full force and effect the policy or policies of insurance which are described on the applicable section of RECIPIENT's proposed budget, attached hereto as Exhibit A and incorporated herein by this reference. RECIPIENT agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of such cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. RECIPIENT further agrees and warrants that during all times during the performance of this agreement, RECIPIENT will, at its sole cost, maintain Workmen's Compensation Insurance fully covering all employees of RECIPIENT.

9. Indemnification: RECIPIENT agrees and warrants that it shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of RECIPIENT or anyone directly or indirectly employed by RECIPIENT, regardless of whether or not it is caused in part by a party indemnified hereunder. RECIPIENT further agrees and warrants that in the event that COUNTY becomes obligated to reimburse the Federal Government for any Revenue Sharing funds which are subject to this agreement by virtue of the non compliance of RECIPIENT with any applicable Federal law or regulation, RECIPIENT shall reimburse the COUNTY for said obligation of COUNTY to the Federal Government.

10. Relationship of Parties: At all times during the performance of this agreement, RECIPIENT is an independent contractor of COUNTY; at no time will any employee, agent, or contractor of

RECIPIENT be, or be construed to be, an employee, agent or contractor of COUNTY for any purpose.

11. Assignability: This agreement is not assignable in whole or in part without the written consent of COUNTY.

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12. Subcontracting: RECIPIENT shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval from COUNTY.

13. Waiver: Any waiver by COUNTY of any default, breach or conditions of this contract of this agreement, shall not be construed as a waiver by COUNTY of any other default, breach, or condition, or any other right hereunder.

14. Merger Clause: This writing embodies the full understanding of the parties hereto, and is intended to supercede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in office.

15. Successors: This agreement shall bind and inure to the benefit of the successors in interest of COUNTY and RECIPIENT in the same manner as if such party had been expressly named herein.

16. Term: The term of this agreement is from the date of its execution until June 30, 1976, unless otherwise terminated as provided herein.

17. Termination: Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such a notice, and said termination to be effective only upon the reimbursement to COUNTY of all revenue sharing funds unexpended by RECIPIENT as of the date of termination; provided however, that in the

event that the funds available to COUNTY under the State and Local Assistance Act of 1972 are reduced or withdrawn by the Federal Government, COUNTY may terminate this agreement immediately, and RECIPIENT agrees to reimburse COUNTY immediately for all funds unexpended as of the date of said termination.

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RECIPIENT acknowledges and agrees that COUNTY shall retail untimate control over all aspects of the program funded by this agreement which involve the exercise of judgment and/or discretion. COUNTY has fully examined RECIPIENT's proposal, and has determined that provision of the facilities and/or services described therein fulfills a valid and necessary public purpose, and that the method of administration of said program as described in said proposal is proper.

RECIPIENT agrees to obtain prior written approval of COUNTY before implementing any changes in the aforesaid program which require the vote of the directing board of RECIPIENT, or which in fact constitute a substantial alteration in the scope, purpose, method of administration, method of selecting clients or recipients, method of charging fees, if any, or allocation of the funds received pursuant to this agreement. Failure to obtain said approval shall constitute a material breach of this agreement, and COUNTY may, at its sole option, immediately terminate or enforce this agreement. In the event COUNTY terminates this agreement because of said breach, RECIPIENT will immediately repay to COUNTY all revenue sharing funds which were unexpended on the day preceeding the breach regardless of when RECIPIENT was notified of the breach by COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

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COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Paula C. Conrad
DEPUTY

(SEAL)

RECIPIENT:

Original signed
BY Charles Jenkins

1975/76 Funding Granted $ 3,000.00

SUMMARY OF PROPOSAL & BUDGET STATEMENT

ORGANIZATION: UNITED CHRISTIAN CENTERS
Broderick Christian Center

ACTIVITIES FOR WHICH FUNDS WILL BE EXPENDED: Assist in the sponsorship of summer day camp at Folsom Lake for approximately 300 children; supplement Agency's group work program for 200 children by employing parttime leader (see attached)

MEASURABLE CRITERIA TO BE USED TO EVALUATE PERFORMANCE, EFFICIENT AND EFFECTIVE USE OF REVENUE SHARING MONEY, AND THE ORGANIZATION'S COMPLIANCE WITH THE ORIGINAL REQUEST PRESENTED TO THE BOARD OF SUPERVISORS AND THE GENERAL REVENUE SHARING LAW:

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(see attached)

BUDGET DETAIL:

BUDGET CATEGORY	BUDGET AMOUNT
SALARIES	$ 1,800.00
BENEFITS	200.00
OTHER GOODS	
SERVICES & LEASES	
MAINTENANCE & UTILITIES	
TRANSPORTATION & TRAVEL	
STAFF TRAINING	
CAPITAL OUTLAY	
Item 1 partial cost of van purchase	1,000.00
Item 2	
Item 3	
Item 4	
Item 5	
TOTAL BUDGET	$ 3,000.00

THIS BUDGET STATEMENT'S DISTRIBUTION OF THE ORGANIZATIONAL GRANT DOLLARS IS NOT INFLEXIBLE. CHANGES BETWEEN APPROVED BUDGET CATEGORIES AND ITEMS MAY BE MADE WITHOUT PRIOR AUTHORIZATION DURING THE COURSE OF OPERATIONS. HOWEVER, THERE IS AN EXCEPTION TO THIS FLEXABILITY. THE APPROVED BUDGET STATEMENT INDICATES THE APPROVED SCOPE OF THE ORGANIZATIONAL GRANT PROGRAM. ANY CHANGE WHICH WOULD SUBSTANTIALLY ALTER EITHER THE SCOPE OF THE PROGRAM OR ADD TO AUTHORIZED CAPITAL EXPENDITURES MUST BE APPROVED IN ADVANCE, IN WRITING BY THE COUNTY BOARD OF SUPERVISORS.

NAME OF THE RESPONSIBLE PERSON TO BE HELD ACCOUNTABLE FOR THE FUNDS:
George Turner, Executive Director
Charles Jenkins, President
~~Norman Baldwin, Treasurer~~
John Siden, Project Director

PERSON'S TITLE IN THE AGENCY:

AGENCY ADDRESS & PHONE NUMBER:

Administrative Office: P. O. Box 8108, Sacramento, CA 95818, 452-5715

program office: 110 Sixth Street, Broderick, Ca 95605, 372-0200

NON-PROFIT AGENCY STATUS: California non-profit corporation
Federal 501(c)(3) exemption

LICENSES TO OPERATE: N/A

INSURANCE BROKER NAME AND AGENCY: (see attached)

EXHIBIT "A"

UNITED CHRISTIAN CENTERS

Broderick Christian Center Group Work Program

The United Christian Centers of the Greater Sacramento Area, Inc. proposes to provide the following services through its Broderick Christian Center group work program with the use of Yolo County general revenue sharing fund for the 1975-76 fiscal year:

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1. To assist in the sponsorship of an interagency summer day camp at Folsom Lake in cooperation with the Washington Unified School District for six 4-day sessions of approximately 50 children each session through the employment of one water safety instructor.

2. To supplement an after school group work program for 200 children and youth through the employment of one parttime group leader from November to May.

3. To assist in the purchase of a passenger van to be used primarily in the group work program of the Broderick unit of United Christian Centers.

United Christian Centers Insurance Coverage

A. Agent: A. Mason Blodgett, 433 California St., San Francisco, CA 94104

B. Policies:

1. Name of Insurance Carrier/Continental Casualty
   Description of Policy: Medical
   Limits of Policy: $300,000 general bodily injury
   $ 50,000 property damage
   Effective dates of policy: April 15, 1975 - April 15, 1976

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2. Name of Insurance Carrier: Aetna Insurance Company
   Description of Policy: Worker's Compensation
   Limits of Policy: $100,000
   Effective dates: April 1, 1975 - April 1, 1976

3. Name of Insurance Carrier: National Indemnity Company
   Description: Automobile
   Limits of Policy: $100,000/350,000 bodily injury
   $ 50,000 property damage
   $300,000 single limit coverage
   Effective dates: October 31, 1974 - October 31, 1975

4. Name of Insurance Carrier: Pacific Employees Insurance Company
   Description: Fidelity bond
   Limits of policy: $10,000
   Effective Dates: May 11, 1975 - May 11, 1976

5. Name of Insurance Carrier: Aetna Insurance Company
   Description: Liability
   Limits of policy: $1,000,000 umbrella
   Effective dates: April 15, 1975 - April 15, 1976

ferred upon them new taxing authority, then, the aggregate amount taken into account under paragraph (a)(2) of this section shall be reduced to the extent of the larger of—

(1) An amount equal to the amount of the taxes collected by reason of the exercise of such new taxing authority by such local governments, or

(2) An amount equal to the amount of the loss of revenue to the State by reason of such new taxing authority being conferred on such local governments.

No amount shall be taken into consideration under paragraph (e)(1) of this section if such new taxing authority is an increase in the authorized rate of tax under a previously authorized kind of tax, unless the State is determined by the Secretary to have decreased a related State tax.

(f) *Special rule for period beginning July 1, 1973.* In the case of the entitlement period beginning July 1, 1973, the preceding entitlement period for purposes of paragraph (a)(1) of this section shall be treated as being the 1-year period beginning July 1, 1972, or that State's fiscal year which ends prior to June 30, 1973.

(g) *Special rule for period beginning July 1, 1976.* In the case of the entitlement period beginning July 1, 1976, and ending December 31, 1976, the aggregate amount taken into account under paragraph (a)(1) of this section for the preceding entitlement period and the aggregate amount taken into account under paragraph (a)(2) of this section shall be one-half of the amounts which (but for this paragraph (g)) would be taken into account.

(h) *Report by Governor.* Pursuant to the authority of § 51.10 and in order to effect compliance with this section, the Governor of each State shall submit to the Secretary within 90 days after the end of the State's fiscal year, on a form to be provided, the aggregate transfers from own source revenues to units of local government for those entitlement periods or that State's fiscal years specified on the report:

(1) The State's own source revenues.

(2) The State's total revenues.

(3) The State's own source transfers to units of local government.

(4) The State's total transfers to units of local government.

(i) *Reduction in entitlement.* If the Secretary has reason to believe that paragraph (a) of this section requires a reduction in the entitlement of any State government for any entitlement period, he shall give reasonable notice and opportunity for hearing to the State. If, thereafter, he determines that paragraph (a) of this section requires the reduction of such entitlement, he shall also determine the amount of such reduction and shall notify the Governor of such State of such determinations and shall withhold from subsequent payments to such State government under this subtitle an amount equal to such reduction.

(j) *Transfer to general fund.* An amount equal to the reduction in the entitlement of any State government which results from the application of this section (after any judicial review) shall be transferred from the Secretary's Trust Fund to the general fund of the Treasury on the day on which such reduction becomes final.

§ 51.27 Optional formula.

(a) *In general.* A State government may by law provide for the allocation of entitlement funds among county areas, or among units of local government (other than county governments, Indian tribes, and Alaskan native villages): (1) On the basis of the population multiplied by the general tax effort factors of such areas or units of local government; or, (2) on the basis of the population multiplied by the relative income factors of such areas or units of local government; or, (3) on the basis of a combination of those two factors. Any State which provides by law for such a variation in the allocation formula provided by subsections 108(a) or 108(b) (2) and (3) of the Act, shall notify the Secretary of such law not later than 30 days before the beginning of the first entitlement period to which such law is to apply. Any such law shall:

(1) Provide for allocating 100 percent of the aggregate amount to be allocated under subsections 108(a) or 108(b) (2) and (3) of the Act;

(2) Apply uniformly throughout the State; and

(3) Apply during the period beginning on the first day of the first entitlement period to which it applies and ending on December 31, 1976.

(b) *Single legislation required.* If a State government alters its county area allocation formula or its local government allocation formula, or both, such alteration may be made only once and must be made in the same legislative enactment.

(c) *Certification required.* Paragraph (a) of this section shall apply within a State only if the Secretary certifies that the State law complies with the requirements of such paragraph. The Secretary shall not certify any such law with respect to which he receives notification later than 30 days prior to the first entitlement period during which it is to apply.

§ 51.28 Adjustment of data factors.

The data factors and data definitions used in computing entitlements under the Act for any entitlement period will be made available to each State government and unit of local government as soon as practicable. Each such government will be given a reasonable opportunity to question those data factors by providing the Department with factual documentation demonstrating evidence of error. If the Secretary determines that any data factors used were erroneous, necessary adjustments will be made. Data factors which are used for more than one entitlement period will be subject to challenge and adjustment only for the first entitlement period in which they were used.

§ 51.29 Adjustment for maximum and minimum per capita entitlement; 145 percent criterion.

(a) *County area maximum and minimum per capita entitlement.*—(1) *In general.* Pursuant to section 108(b)(6) of the Act, the per capita amount allocated to any county area shall be not less than 20 percent, nor more than 145 percent, of two-thirds of the amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a county area allocation is greater than the 145-percent limit, its allocation shall be reduced to the 145-percent level and the resulting surplus shall be shared proportionately by all remaining unconstrained county areas.

(3) *Twenty-percent rule.* If, after the application of paragraph (a)(2) of this section, a county area allocation is less than the 20-percent limit, its allocation shall be increased to the 20-percent level and the resulting deficit shall be shared proportionately by all remaining unconstrained county areas.

(b) *Local government (other than a county government).*—(1) *In general.* Except as provided below, the per-capita amount allocated to any unit of local government (other than a county government) shall be not less than 20-percent, nor more than 145-percent, of two-thirds of the amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a unit of local government is allocated an amount greater than the 145-percent limit, its allocation shall be reduced to that level.

(3) *Twenty-percent rule.* If a unit of local government is allocated an amount less than the 20-percent limit, its allocation shall be increased to the lower of the 20-percent limit or 50 percent of the sum of that unit's adjusted taxes and transfers.

(c) *One hundred-percent criterion.* If the amounts allocated to recipient governments of a State do not total 100 percent of the amount allocated to that State, the amount to be allocated to county areas shall be adjusted appropriately, and the allocation process shall be repeated until the amounts allocated to recipient governments of a State total 100 percent of the amount allocated to that State.

Subpart D—Prohibition and Restrictions on Use of Funds

§ 51.30 Matching funds.

(a) *In general.*—Entitlement funds may not be used, directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal program. The indirect use of entitlement funds to match Federal funds is defined to mean the allocation of entitlement funds to a nonmatching expenditure and thereby releasing or displacing local funds which are used for the purpose of matching Federal funds. This prohibition on use of entitlement funds as matching

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funds applies to Federal programs where Federal funds are required to be matched by non-Federal funds and to Federal programs which allow matching from either Federal or non-Federal funds.

(b) *Secondary recipients.*—The prohibition of paragraph (a) applies to a recipient government's entitlement funds which are transferred by it to another governmental unit or private organization. A violation of this section by a secondary recipient shall constitute a violation by the recipient government and the penalty provided by subparagraph (1) of this section shall be imposed on the recipient government.

(c) *Certification required.*—Pursuant to § 51.12, the chief executive officer of each recipient government must certify to the Secretary that entitlement funds received by it have not been used in violation of this section.

(d) *Increased State or local government revenues.*—No recipient government shall be determined to have used funds in violation of paragraph (a) of this section with respect to any funds received for any entitlement period (or during its fiscal year) to the extent that net revenues received by it from its own sources during such period exceed the net revenues received by it from its own sources during the 1-year period beginning July 1, 1971 (or its fiscal year ending during the same period). In the case of the entitlement periods of 6 months, one-half of such net revenues shall be measured.

(e) *Presumptions of compliance.*—No recipient government shall be determined to have used entitlement funds in violation of the indirect prohibition of paragraph (a) of this section to the extent that:

(1) The expenditure of entitlement funds was accompanied by an aggregate increase in nonmatching funds expenditures.

(2) The receipt of entitlement funds permitted that government to reduce taxes: *Provided*, Nonentitlement revenue is sufficient to cover all matching funds contributions.

(3) The matching funds contribution in question is accounted for by an in-kind contribution which was not financed directly or indirectly with entitlement funds.

(f) *Determination by Secretary of the Treasury.* If the Secretary has reason to believe that a recipient government has used entitlement funds to match Federal funds in violation of the Act, the Secretary shall give such government notice and opportunity for hearing. If the Secretary determines that such government has, in fact, used funds in violation of this section, he shall notify such government of his determination and shall request repayment to the United States of an amount equal to the funds so used. To the extent that such government fails to repay such amount, the Secretary shall withhold from subsequent entitlement payments to that government an amount of entitlement funds equal to the funds used in violation of this section or, if this method is impracticable, the Secretary may refer the matter to the Attorney General for appropriate civil action.

(g) *Use of entitlement funds to supplement Federal grant funds.* The prohibition on use of entitlement funds contained in paragraph (a) of this section does not prevent the use of entitlement funds to supplement other Federal grant funds. For example, if expenditures for a project exceed the amount available from non-Federal funds plus matched Federal funds, the recipient government may use entitlement funds to defray the excess costs: *Provided, however*, That the entitlement funds are not used to match other Federal funds: *And Provided further*, That in the case of a unit of local government, the use of entitlement funds to supplement Federal grants is restricted to the category of expenditures as set forth in § 51.31.

§ 51.31 Permissible expenditures.

(a) *In general.* Entitlement funds received by units of local government may be used only for priority expenditures. As used in this part, the term "priority expenditures" means:

(1) Ordinary and necessary maintenance and operating expenses for—

(i) Public safety (including law enforcement, fire protection, and building code enforcement);

(ii) Environmental protection (including sewage disposal, sanitation, and pollution abatement);

(iii) Public transportation (including transit systems and streets and roads);

(iv) Health;

(v) Recreation;

(vi) Libraries;

(vii) Social services for the poor or aged; and

(viii) Financial administration, and

(2) Ordinary and necessary capital expenditures authorized by law. No unit of local government may use entitlement funds for nonpriority expenditures which are defined as any expenditures other than those included in paragraph (a) (1) and (2) of this section. Pursuant to § 51.12, the chief executive officer of each unit of local government must certify to the Secretary that entitlement funds received by it have been used only for priority expenditures as required by the Act.

(b) *Use of entitlement funds for debt retirement.*—The use of entitlement funds for the repayment of debt is a permissible expenditure provided that:

(1) Entitlement funds are not used to pay any interest incurred because of the debt.

(2) The debt was originally incurred for a priority expenditure purpose as defined in this section.

(3) The actual expenditure from the proceeds of the indebtedness (i.e., for materials, contractors, etc.) was made on or after January 1, 1972 (the beginning of the first entitlement period).

(4) The actual expenditures from the proceeds of the indebtedness were not in violation of any restrictions enumerated in this subpart.

(c) *Effect of noncompliance.*—In the case of a unit of local government which uses an amount of entitlement funds for other than priority expenditures, as defined in paragraph (a) of this section, it will pay over to the Secretary (for deposit in the general fund of the Treasury) an amount equal to 110 percent of any amount expended in violation of paragraph (a) of this section, unless such amount of entitlement funds is promptly repaid to the trust fund of the local government after notice by the Secretary and opportunity for corrective action.

§ 51.32 Discrimination.

(a) *Discrimination prohibited.* No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act. For purposes of this section "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient government, or by any unit of government or private contractor receiving entitlement funds from the recipient government. "Funded in whole or in part with entitlement funds" means that entitlement funds in any amount have been transferred from the recipient government's trust fund to an identifiable administrative unit and disbursed in a program or activity.

(b) *Specific discriminatory actions prohibited.* (1) A recipient government may not, under any program or activity to which the regulations of this section may apply, directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

(i) Deny any service or other benefit provided under the program or activity.

(ii) Provide any service or other benefit which is different, or is provided in a different form from that provided to others under the program or activity.

(iii) Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.

(iv) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity.

(v) Treat an individual differently from others in determining whether he satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity.

(vi) Deny an opportunity to participate in a program or activity as an employee.

(2) A recipient government may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

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(3) A recipient government in determining the site or location of facilities may not make selections of such site or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, national origin, or sex from, the benefits of an activity or program; or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act and of this section.

(4) A recipient government shall not be prohibited by this section from taking any action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons within its jurisdiction, where the purpose of such action is to overcome prior discriminatory practice or usage.

(5) Notwithstanding anything to the contrary in this section, nothing contained herein shall be construed to prohibit any recipient government from maintaining or constructing separate living facilities or rest room facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when institutional or custodial services can properly be performed only by a member of the same sex as the recipients of the services.

(c) *Assurances required.* Pursuant to § 51.10(b), each Governor of a State or chief executive officer of a unit of local government shall include, in the assurances to the Secretary required by that section, a statement that all programs and activities funded in whole or in part by entitlement funds will be conducted in compliance with the requirements of this section. Such assurances shall be in a form prescribed by the Secretary.

(d) *Complaints and investigations.* Any person who believes himself, or any specific class of persons who believe themselves, to be subjected to discrimination prohibited by this section, may by himself or by a representative file with the Secretary a written report setting forth the nature of the discrimination alleged and the facts upon which the allegation is based. The Secretary shall advise the chief executive officer of the recipient government of the receipt of such report. If the Secretary has reason to believe that the report shows a recipient government has failed to comply with the provisions of this part, he will cause a prompt investigation to be made with respect to the facts and circumstances alleged in the report and with respect to the program or activity concerned. Such investigation may be made, if necessary, with the assistance of complainants or of the recipent government. No representative of a recipient government nor any of its agencies shall intimidate, threaten, coerce, or discriminate against any person or class of persons because of testimony, assistance, or participation in an investigation, proceeding, or hearing under this section.

(e) *Compliance reviews.* The Secretary shall monitor and determine compliance of recipient governments with the requirements of this section and of the Act. Compliance reviews will be undertaken from time to time, as appropriate, at the discretion of the Secretary.

(f) *Procedure for effecting compliance.* (1) Whenever the Secretary determines that a recipient government has failed to comply with this section, he shall notify the chief executive officer of such recipient government and the Governor of the State in which such government is located of the noncompliance and shall request the Governor to secure compliance. If within a reasonable time, not to exceed 60 days, the Governor fails, or refuses to secure compliance, the Secretary is authorized: (i) To refer the matter to the Attorney General of the United States with a recommendation that an appropriate civil action be instituted; (ii) to exercise the powers and functions and the administrative remedies provided by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); or (iii) to take such other action as may be authorized by law.

(2) No action to effect compliance with this section by any other means authorized by law shall be taken by the Department until:

(i) The Secretary has determined that compliance cannot be secured by voluntary means, and the recipient government has been notified of such determination; and

(ii) The expiration of at least 10 days from the mailing of such notice to the recipient government. During this period of at least 10 days, additional efforts may be made to persuade the recipient government to comply with this regulation and to take such corrective action as may be appropriate.

(3) An order pursuant to Title VI of the Civil Rights Act of 1964 terminating or refusing to grant or continue entitlement payments or demanding the forfeiture, repayment or withholding of entitlement funds shall become effective only after the procedures in paragraph (f) (1) of this section have been complied with and:

(i) The Secretary has advised the recipient government of its failure to comply and has determined that compliance cannot be secured by voluntary means;

(ii) There has been an express finding on the record, after such notice prescribed in this section, and after opportunity for hearing, of a failure by the recipient government to comply with a requirement imposed by or under this part;

(iii) The action has been approved by the Secretary; and

(iv) Thirty days have elapsed after the Secretary has filed with the Committee on Ways and Means of the House of Representatives and the Committee on Finance of the Senate a full written report of the circumstances and the grounds for such action; and

(v) The forfeiture or repayment of entitlement funds shall be limited to the particular recipient government as to whom a finding of noncompliance is made with this section and shall be limited to the program or activity in which such noncompliance has been so found. The amount of entitlement funds so forfeited by the recipient government shall be reflected in a downward adjustment to future entitlement payments and shall be deposited in the general fund of the Treasury. If the Secretary determines that adjustment to future entitlement payments is impracticable, he may refer the matter to the Attorney General for appropriate civil action to require repayment of such amount to the United States. Furthermore, the Secretary shall withhold payment of all entitlement funds to a recipient government for which there has been a finding of noncompliance until such time that he is satisfied that such government will comply with the provisions of this section.

(g) *Delegation.* The Secretary may from time to time assign to officials of the Department, or to officials of other departments or agencies of the Government with the consent of such departments or agencies, responsibilities in connection with the effectuation of the purposes of this section (other than the review of initial decision of the administrative law judge) including the achievement of effective coordination within the executive branch in the implementation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).

(h) *Hearing procedure.* Whenever a procedure which requires due notice and opportunity for hearing is involved by the Secretary to effect compliance under this section, the procedural regulations promulgated in Subpart F of this part shall govern.

§ 51.33 Wage rates and labor standards.

(a) *Construction laborers and mechanics.* A recipient government which receives entitlement funds under the Act shall require that all laborers and mechanics employed by contractors or subcontractors in the performance of work on any construction project, 25 percent or more of the costs of which project are paid out of its entitlement funds: (1) Will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a—276a-7); and, (2) will be covered by labor standards specified by the Secretary of Labor pursuant to 29 CFR Parts 1, 3, 5, and 7.

(b) *Request for wage determination.* In situations where the Davis-Bacon standards are applicable the recipient government must file with the regional office of the U.S. Department of Labor, a Standard Form 308 requesting a wage determination for each intended project at least 30 days before the invitation for bids, and must ascertain that the wage determination issued and the contract clauses required by 29 CFR 5.5 and 29 CFR 5a.3 are incorporated in the contract specifications. The recipient government must also satisfy itself that the successful bidder is made aware of his labor standards responsibilities under the Davis-Bacon Act.

(c) *Government employees.* A recipient

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YOLO COUNTY AGREEMENT NO. 75-305

Term of Contract: September 24, 1975 through September 23, 1976 75-305

COED NUMBER HERE

XEROX. **Government Service Agreement**

Monthly rental to include 8950 copies per month $400 per month
8951 - 20,000 copies per month .0275 per copy
20,001 copies per month .0215 per copy

Xerox agrees to furnish and Customer agrees to hire the services of

ONE XEROX 4500 BILL CODE 2.3.6.1.5

to be installed at the address(es) indicated below, subject solely to the following terms and conditions: (a) in the case of a federal government agency, the terms and conditions of the contract between Xerox Corporation and the General Services Administration as revised from time to time; (b) in the case of a state or local governmental agency, the terms and conditions in Xerox Corporation's State and Local Government Price List, Schedule C, as revised from time to time.

XEROX CORP. Contract No. Group No.

Customer Name and Billing Address	Installation Address
YOLO COUNTY COUNSEL P.O. BOX 127 WOODLAND, CA 95695	YOLO COUNTY COUNSEL COUNTY COURT HOUSE Rooom 206 WOODLAND CA 95695

FILED
SEP 23 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

Approved to form
CHARLES R. MACK
COUNTY COUNSEL
BY: DEPUTY COUNTY COUNSEL

Earliest Customer Acceptance Date 9/24/75

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Equipment Purchase Order Required ☑ Yes ☐ No, If Yes Complete Below:

Equipment Purchase Order No.: From / / To / /

Special Reference Number

Customer authorizes initial supplies: ___ Yes: ___ No (Customer's Initials)

Supply Purchase Order No.: Supply Agreement No.:

Supply Purchase Order ☑ Not Necessary ☐ Attached ☑ To Follow

CUSTOMER'S SIGNATURE

By: Betty O. Mathews CHAIRMAN, BOARD OF SUPERVISORS

Title: COUNTY OF YOLO, STATE OF CALIFORNIA

XEROX CORPORATION

By: [signature] Date: 9/25/75

Title: [illegible] Empl. No. 1644 Branch 702

Form 55032 (7/72) Printed in U.S.A.

CUSTOMER COPY

BK

FILED
OCT 2 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 75-305

COUNTY OF YOLO, CALIFORNIA
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of September, 1975, by and between

A. Corioza & Son

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

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XEROX COPY

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

New Roof Structure for the Gibson House in Woodland, Calif.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

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(Plan Index No. 77-139) (WO #4209)

Approved September 2, 1977 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within Sixty-five (65) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement: also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

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Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Complete Project	L.S.	$14,685.00	$14,685.00

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IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

By _____ (County Counsel)
Deputy 10-21-75

COUNTY OF YOLO

BY _____
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By _____, Deputy
10-20-75

BY _____

_____

_____

_____
Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. _____.

RECEIVED
OCT 15 1975
LAURENCE P. HORIGAN, Clerk
By ____ Deputy

FILED
OCT 15 1975
LAURENCE P. HORIGAN, Clerk
By Paula C. Conrad Deputy

AGREEMENT NO. 75-307

(Agreement for Head Caretaker at the Broderick Boat Ramp)

THIS AGREEMENT made and entered into this 29th day of September, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and FERNANDO AYALA, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

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WHEREAS, on the 10th day of June, 1974, by Agreement No. 74-98, COUNTY entered into an operation and maintenance agreement with the State of California, Department of Navigation and Ocean Development for development of the Broderick Launching facility wherein COUNTY agreed to provide all necessary maintenance and upkeep of said launching facility, said maintenance to include the keeping of the sanitary facilities in good repair and free from unsightly conditions, and debris accumulations; and

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent maintenance services for the Broderick Boat Ramp; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said Boat Ramp;

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do mutually agree as follows:

1. CONTRACTOR agrees:

A. To serve as caretaker for the Broderick Launching Facility restrooms, and to open the restrooms in the morning not later than sunrise daily and to close said area not earlier than sunset or not later than 11:00 o'clock P. M., seven days a week, 365 days a year.

B. To empty the trash containers, re-stock toilet paper and

towels as necessary, and to keep the sanitary facilities in good repair and free from unsightly conditions and debris accumulations.

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C. To notify COUNTY of any necessary repairs of the restroom building.

D. To be responsible for turning off and on the irrigation system at the launching facility.

E. To perform such other duties as may be necessary to maintain a proper facility.

2. COUNTY agrees:

A. To pay to CONTRACTOR the sum of ONE HUNDRED FIFTY ($150) DOLLARS per month during the term of this agreement conditioned upon the CONTRACTOR's submitting a proper claim as may be required by the County Auditor-Controller.

B. To provide CONTRACTOR with the necessary supplies and equipment.

3. This agreement is not assignable by CONTRACTOR in whole or in part without the written consent of COUNTY first had and obtained, and any such assignment without written consent of COUNTY first had and obtained shall be null and void.

4. The parties hereto agree that CONTRACTOR, in the performance of this agreement, shall act in an independent capacity and not as an officer or employee of COUNTY.

5. The term of this agreement shall commence on the 1st day of October, 1975, and shall terminate on the 30th day of September 1976. This agreement may be terminated by either party hereto by a 30-day written notice of intention to terminate said agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Paula C. Corral
DEPUTY

(SEAL)

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Fernando Ayala
FERNANDO AYALA

AGREEMENT NO. 75-308

FILED
OCT - 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

PACIFIC STANDARD LIFE INSURANCE COMPANY
EXECUTIVE OFFICE: DAVIS, CALIFORNIA

ENDORSEMENT AMENDING POLICY PROVISIONS

In consideration of the issuance or renewal of the policy to which this Endorsement is attached, said policy is hereby amended as follows:

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1. Under the "Hospital Benefits" section, the maximum daily room and board benefit is changed from $50.00 per day to $65.00 per day.
2. Under the "Professional Anesthetist Benefits" section, the value per unit is changed from $7.50 to $8.50.
3. Under the "Surgical Benefits" section, the value per unit is changed from $7.50 to $8.50, and the maximum benefit is changed from $1,500.00 to $1,700.00.
4. Under the "In-Hospital Medical Care Benefits" section, the value per unit is changed from $7.50 to $8.50, and the aggregate maximum benefit is changed from $232.50 to $263.50.
5. The value per unit for the "Diagnostic X-ray and Laboratory Examination Benefits" is changed from $7.50 to $8.50.
6. Under the "Major Medical Expense Benefits" section, the value per unit is changed from $8.50 to $9.50.
7. The monthly premiums for Hospitalization and Major Medical coverage are changed to the following:

$15.64 for each insured employee.
$34.15 for each insured employee with one dependent.
$46.68 for each insured employee with two or more dependents.

This Endorsement shall become effective at 12:01 A.M. on the date of issuance shown below. This Endorsement expires concurrently with the policy to which it is attached and is subject to all of the provisions, conditions and limitations of the policy not inconsistent herewith.

In Witness Whereof PACIFIC STANDARD LIFE INSURANCE COMPANY has caused this Endorsement to be signed by its President and Secretary; but this Endorsement shall not be binding upon the Company unless countersigned by the Registrar or a duly authorized agent of the Company.

Attached to and made a part of Policy Number GH,GM 377 issued to COUNTY OF YOLO

Countersigned and issued this August 1, 1975

Thomas Needham
Secretary

By Beverly E. Hart
Registrar or Authorized Agent

Clifford M. Gamble
President

The undersigned policyholder to whom said policy is issued, hereby consents and agrees to the amendment of the policy by the foregoing Endorsement and further, that the original of said Endorsement shall be attached to and considered a part of said policy.

Policyholder COUNTY OF YOLO
By Betsy A. Marchand

To be signed in duplicate, the original to be attached to the policy and signed duplicate to be sent to the Home Office.

G-2010

OCT 1 1975
PAULA C. CORRAL

AGREEMENT NO. 75- 389

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT, made and entered into this 6th day of Oct., 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and SAIUD EAST YOLO HEALTH CORPORATION hereinafter called RECIPIENT.

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W I T N E S S E T H:

1. COUNTY has received and has on hand funds from the Federal Government pursuant to the provisions of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221 - 1263, to be used in certain priority areas, including health (31 CFR § 51.31 (a)(1)(iv)).

2. RECIPIENT has submitted an application and proposal for a grant of revenue sharing funds for such purposes, and the Board of Supervisors of COUNTY in public hearing fully examined said proposal and has approved it by Minute Order on June 19, 1975; COUNTY wishes to implement said proposal pursuant to Goverment Code §§ 25209 and 53703.

AGREEMENTS:

1. COUNTY shall, upon execution of this agreement, pay over to RECIPIENT, the sum of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00).

2. RECIPIENT hereby promises and undertakes to use all of said funds exclusively for the purposes stated in the summary of proposal and budget statement attached hereto as Exhibit A and incorporated herein by this reference, and agrees to comply with the terms of this agreement.

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3. RECIPIENT agrees that the activities to be undertaken pursuant to this agreement are those activities described in the proposal attached hereto as Exhibit A, and agrees to administer said activities by or under the supervision of RECIPIENT in such a manner so as to insure compliance with said proposals.

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4. RECIPIENT agrees to deposit all funds received pursuant to this agreement in a separate bank account, and to separately account therefor with sufficient detail to enable COUNTY's auditor to determine the amount received, and amount expended, and the amount remaining at any time. RECIPIENT further agrees to report to COUNTY the expenditures of such funds in the form and manner prescribed by COUNTY.

5. Accounting:

RECIPIENT agrees:

a. To maintain proper and adequate records and ledgers sufficient to enable an audit of the program which is the subject of this agreement in the event that an audit is necessary in the judgment of COUNTY's auditor, and to make said ledgers and records available to such audit upon reasonable request of COUNTY.

b. To maintain its financial accounts in a manner sufficient to:

1. Permit necessary reports required by the Secretary of the Tresury to be prepared therefrom;

2. Document compliance with the prohibition of use of Revenue Sharing funds as matching funds to obtain a Federal grant.

3. Permit the tracing of Revenue Sharing funds to a level of expenditure which is adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act, applicable

regulations, and this agreement.

4. Be available to inspection by employees of COUNTY the aforesaid records and documents, upon reasonable request of COUNTY.

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5. To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY's auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

6. Prohibition of Matching Funds: RECIPIENT agrees and warrants that no funds received pursuant to this agreement will be used either directly or indirectly as matching funds to obtain any other Federal funds. RECIPIENT further agrees to comply with the provisions of 31 CFR § 51.30, a copy of which is attached hereto as Exhibit B, and incorporated herein by this reference.

7. Compliance with State and Local Fiscal Assistance Act of 1972. RECIPIENT agrees to comply with all requirements of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512, 31 USC §§ 1221 through 1263) and with all applicable rules and regulations promulgated thereunder. (31 Code of Fed. Reg. 51).

8. Non Discrimination:

A. RECIPIENT agrees to comply with Title VI and VII of the Civil Rights Act of 1964, with § 122(a) of the Revenue Sharing Act, with 31 CFR § 31.52 attached hereto as Exhibit B and incorporated herein by this reference, and with the Constitution and applicable laws of the State of California.

B. RECIPIENT agrees and warrants that it will not, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

1. Deny any service or other benefit provided under the program or activity subject to this agreement.

2. Provide any service or other benefit which is different, or provided in a different form from that provided to others under the program or activity.

3. Subject to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit under the program or activity.

4. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity.

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5. Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity.

6. Deny an equal opportunity to participate in any program or activity as an employee.

7. Utilize any criterion or method of administration of the program which is the subject of this agreement which has the effect of subjecting individuals to discrimination, or has the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

8. Make an selection of such sites or locations for facilities operated pursuant to this agreement which has the effect of excluding individuals from, denying then the benefits of, or subjecting them to discrimination.

8. Insurance: Without limiting RECIPIENT's agreement to indemnify COUNTY, RECIPIENT agrees to maintain in force at all times during the performance of this agreement, a policy or policies

of insurance sufficient to fully cover its operation. RECIPIENT further agrees to maintain in full force and effect the policy or policies of insurance which are described on the applicable section of RECIPIENT's proposed budget, attached hereto as Exhibit A and incorporated herein by this reference. RECIPIENT agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of such cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. RECIPIENT further agrees and warrants that during all times during the performance of this agreement, RECIPIENT will, at its sole cost, maintain Workmen's Compensation Insurance fully covering all employees of RECIPIENT.

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9. Indemnification: RECIPIENT agrees and warrants that it shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of RECIPIENT or anyone directly or indirectly employed by RECIPIENT, regardless of whether or not it is caused in part by a party indemnified hereunder. RECIPIENT further agrees and warrants that in the event that COUNTY becomes obligated to reimburse the Federal Government for any Revenue Sharing funds which are subject to this agreement by virtue of the non compliance of RECIPIENT with any applicable Federal law or regulation, RECIPIENT shall reimburse the COUNTY for said obligation of COUNTY to the Federal Government.

10. Relationship of Parties: At all times during the performance of this agreement, RECIPIENT is an independent contractor of COUNTY; at no time will any employee, agent, or contractor of

RECIPIENT be, or be construed to be, an employee, agent or contractor of COUNTY for any purpose.

11. Assignability: This agreement is not assignable in whole or in part without the written consent of COUNTY.

12. Subcontracting: RECIPIENT shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval from COUNTY.

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13. Waiver: Any waiver by COUNTY of any default, breach or conditions of this contract of this agreement, shall not be construed as a waiver by COUNTY of any other default, breach, or condition, or any other right hereunder.

14. Merger Clause: This writing embodies the full understanding of the parties hereto, and is intended to supercede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in office.

15. Successors: This agreement shall bind and inure to the benefit of the successors in interest of COUNTY and RECIPIENT in the same manner as if such party had been expressly named herein.

16. Term: The term of this agreement is from the date of its execution until June 30, 1976, unless otherwise terminated as provided herein.

17. Termination: Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such a notice, and said termination to be effective only upon the reimbursement to COUNTY of all revenue sharing funds unexpended by RECIPIENT as of the date of termination; provided however, that in the

event that the funds available to COUNTY under the State and Local Assistance Act of 1972 are reduced or withdrawn by the Federal Government, COUNTY may terminate this agreement immediately, and RECIPIENT agrees to reimburse COUNTY immediately for all funds unexpended as of the date of said termination.

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RECIPIENT acknowledges and agrees that COUNTY shall retain ultimate control over all aspects of the program funded by this agreement which involve the exercise of judgment and/or discretion. COUNTY has fully examined RECIPIENT's proposal, and has determined that provision of the facilities and/or services described therein fulfills a valid and necessary public purpose, and that the method of administration of said program as described in said proposal is proper.

RECIPIENT agrees to obtain prior written approval of COUNTY before implementing any changes in the aforesaid [illegible] which require the vote of the directing board of RECIPIENT, or which in fact constitute a substantial alteration in the scope, purpose, method of administration, method of selecting clients or recipients, method of charging fees, if any, or allocation of the funds received pursuant to this agreement. Failure to obtain said approval shall constitute a material breach of this agreement, and COUNTY may, at its sole option, immediately terminate or enforce this agreement. In the event COUNTY terminates this agreement because of said breach, RECIPIENT will immediately repay to COUNTY all revenue sharing funds which were unexpended on the day preceeding the breach regardless of when RECIPIENT was notified of the breach by COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

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COUNTY OF YOLO, a political subdivision of the State of California

BY: Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Paula C. Conrad
DEPUTY

(SEAL)

RECIPIENT:

ORIGINAL SIGNED.

BY Elmira Macias
Mary B. Dice, Director of Dental Program

1975/76 Funding Cycle # _____ SUMMARY OF PROPOSAL & BUDGET STATEMENT

ORGANIZATION: Salud East Yolo Health Corporation

ACTIVITIES FOR WHICH FUNDS WILL BE EXPENDED: 1) Dental Health education at the elementary level 2) Dental treatment for low-income patients 3) Provide transportation to dentists office for low-income patients

MEASURABLE CRITERIA TO BE USED TO EVALUATE PERFORMANCE, EFFICIENT AND EFFECTIVE USE OF REVENUE SHARING MONEY, AND THE ORGANIZATION'S COMPLIANCE WITH THE ORIGINAL REQUEST PRESENTED TO THE BOARD OF SUPERVISORS AND THE GENERAL REVENUE SHARING LAW: See attached sheet

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BUDGET DETAIL:

BUDGET CATEGORY	BUDGET AMOUNT
SALARIES	$8,155.00
BENEFITS	300.00
OTHER GOODS	700.00
SERVICES & LEASES	8,305.00
MAINTENANCE & UTILITIES	500.00
TRANSPORTATION & TRAVEL	1,440.00
STAFF TRAINING	-----
CAPITAL OUTLAY	
Item 1	
Item 2	
Item 3	
Item 4	
Item 5	
TOTAL BUDGET	$20,000.00

THIS BUDGET STATEMENT'S DISTRIBUTION OF THE ORGANIZATIONAL GRANT DOLLARS IS NOT INFLEXIBLE. CHANGES BETWEEN APPROVED BUDGET CATEGORIES AND ITEMS MAY BE MADE WITHOUT PRIOR AUTHORIZATION DURING THE COURSE OF OPERATIONS. HOWEVER, THERE IS AN EXCEPTION TO THIS FLEXABILITY. THE APPROVED BUDGET STATEMENT INDICATES THE APPROVED SCOPE OF THE ORGANIZATIONAL GRANT PROGRAM. ANY CHANGE WHICH WOULD SUBSTANTIALLY ALTER EITHER THE SCOPE OF THE PROGRAM OR ADD TO AUTHORIZED CAPITAL EXPENDITURES MUST BE APPROVED IN ADVANCE, IN WRITING BY THE COUNTY BOARD OF SUPERVISORS.

NAME OF THE RESPONSIBLE PERSON TO BE HELD ACCOUNTABLE FOR THE FUNDS:

Salud East Yolo Health Corporation (Mary Tice)

PERSON'S TITLE IN THE AGENCY: Director of Dental Program

AGENCY ADDRESS & PHONE NUMBER: 6th and C Sts, Broderick

~~No phone as yet~~ 371-5173

NON-PROFIT AGENCY STATUS: Corporation

LICENSES TO OPERATE: State Dental Hygiene Licensure, State Dentists Licensure

INSURANCE BROKER NAME AND AGENCY: Agent George Palmer of the West Sacramento Land Company through American Empire. Policy limits $500,000 dollars liability per occurance and Workman's Compensation for our two part-time paid employees.

EXHIBIT "A"

III. CRITERIA FOR EVALUATION

Since we were in operation only one year, it is difficult to determine criterion for evaluation. Therefore, we are setting standards that will exceed what was accomplished last year, in hopes that the future will provide sufficient data on which to base a more statistical determination of success or failure.

Area of School-based dental health education

1. Last year: 75% of those teachers participating in the workshops implemented the program in their classroom.
2. This year: 76% or more of those teachers participating in the workshops will implement the program in their classroom.
3. This year: 76% or more of those teachers initiating the program last year will continue it the coming year.

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Area of Community dental health education

1. Last year: 25% of the parents whose children were participating in the program attended information meetings.
2. This year: 26% or more of all parents with children participating in the program will attend information meetings.

Area of Dental treatment

1. Last year: 65 low-income children were treated for serious decay and treatment was completed.
2. This year: 66 or more low-income children will be treated and treatment will be completed.

ferred upon them new taxing authority, then, the aggregate amount taken into account under paragraph (a)(2) of this section shall be reduced to the extent of the lesser of—

(1) An amount equal to the amount of the taxes collected by reason of the exercise of such new taxing authority by such local governments, or

(2) An amount equal to the amount of the loss of income to the State by reason of such new taxing authority being transferred to such local governments.

No amount shall be taken into consideration under paragraph (c)(1) of this section if such new taxing authority is an increase in the authorized rate of tax under a previously authorized kind of tax, unless the State is determined by the Secretary to have decreased a related State tax.

(f) *Special rule for period beginning July 1, 1973.* In the case of the entitlement period beginning July 1, 1973, the preceding entitlement period for purposes of paragraph (a)(1) of this section shall be treated as being the 1-year period beginning July 1, 1972, or that State's fiscal year which ends prior to June 30, 1973.

(g) *Special rule for period beginning July 1, 1976.* In the case of the entitlement period beginning July 1, 1976, and ending December 31, 1976, the aggregate amount taken into account under paragraph (a)(1) of this section for the preceding entitlement period and the aggregate amount taken into account under paragraph (a)(2) of this section shall be one-half of the amounts which (but for this paragraph (g)) would be taken into account.

(h) *Report by Governor.* Pursuant to the authority of § 51.10 and in order to effect compliance with this section, the Governor of each State shall submit to the Secretary within 90 days after the end of the State's fiscal year, on a form to be provided, the aggregate transfers from own source revenues to units of local government for those entitlement periods or that State's fiscal years specified on the report:

(1) The State's own source revenues.

(2) The State's total revenues.

(3) The State's own source transfers to units of local government.

(4) The State's total transfers to units of local government.

(i) *Reduction in entitlement.* If the Secretary has reason to believe that paragraph (a) of this section requires a reduction in the entitlement of any State government for any entitlement period, he shall give reasonable notice and opportunity for hearing to the State. If, thereafter, he determines that paragraph (a) of this section requires the reduction of such entitlement, he shall also determine the amount of such reduction and shall notify the Governor of such State of such determinations and shall withhold from subsequent payments to such State government under this subtitle an amount equal to such reduction.

(j) *Transfer to general fund.* An amount equal to the reduction in the entitlement of any State government which results from the application of this section (after any judicial review) shall be transferred from the Secretary's Trust Fund to the general fund of the Treasury on the day on which such reduction becomes final.

§ 51.27 Optional formula.

(a) *In general.* A State government may by law provide for the allocation of entitlement funds among county areas, or among units of local government (other than county governments, Indian tribes, and Alaskan native villages): (1) On the basis of the population multiplied by the general tax effort factors of such areas or units of local governments; or, (2) on the basis of the population multiplied by the relative income factors of such areas or units of local government; or, (3) on the basis of a combination of these two factors. Any State which provides by law for such a variation in the allocation formula provided by subsections 108(a) or 108(b) (2) and (3) of the Act, shall notify the Secretary of such law not later than 30 days before the beginning of the first entitlement period to which such law is to apply. Any such law shall:

(1) Provide for allocating 100 percent of the aggregate amount to be allocated under subsections 108(a) or 108(b) (2) and (3) of the Act;

(2) Apply uniformly throughout the State; and

(3) Apply during the period beginning on the first day of the first entitlement period to which it applies and ending on December 31, 1976.

(b) *Single legislation required.* If a State government alters its county area allocation formula or its local government allocation formula, or both, such alteration may be made only once and must be made in the same legislative enactment.

(c) *Certification required.* Paragraph (a) of this section shall apply within a State only if the Secretary certifies that the State law complies with the requirements of such paragraph. The Secretary shall not certify any such law with respect to which he receives notification later than 30 days prior to the first entitlement period during which it is to apply.

§ 51.28 Adjustment of data factors.

The data factors and data definitions used in computing entitlements under the Act for any entitlement period will be made available to each State government and unit of local government as soon as practicable. Each such government will be given a reasonable opportunity to question those data factors by providing the Department with factual documentation demonstrating evidence of error. If the Secretary determines that any data factors used were erroneous, necessary adjustments will be made. Data factors which are used for more than one entitlement period will be subject to challenge and adjustment only for the first entitlement period in which they were used.

§ 51.29 Adjustment for maximum and minimum per capita entitlement; 100 percent criterion.

(a) *County area maximum and minimum per capita entitlement.*—(1) *In general.* Pursuant to section 108(b)(6) of the Act, the per capita amount allocated to any county area shall be not less than 20 percent, nor more than 145 percent, of two-thirds of the amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five percent rule.* If a county area allocation is greater than the 145-percent limit, its allocation shall be reduced to the 145-percent level and the resulting surplus shall be shared proportionately by all remaining unconstrained county areas.

(3) *Twenty-percent rule.* If, after the application of paragraph (a)(2) of this section, a county area allocation is less than the 20-percent limit, its allocation shall be increased to the 20-percent level and the resulting deficit shall be shared proportionately by all remaining unconstrained county areas.

(b) *Local government (other than a county government).*—(1) *In general.* Except as provided below, the per-capita amount allocated to any unit of local government (other than a county government) shall be not less than 20-percent, nor more than 145-percent, of two-thirds of the amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a unit of local government is allocated an amount greater than the 145-percent limit, its allocation shall be reduced to that level.

(3) *Twenty-percent rule.* If a unit of local government is allocated an amount less than the 20-percent limit, its allocation shall be increased to the lower of the 20-percent limit or 50 percent of the sum of that unit's adjusted taxes and transfers.

(c) *One hundred-percent criterion.* If the amounts allocated to recipient governments of a State do not total 100 percent of the amount allocated to that State, the amount to be allocated to county areas shall be adjusted appropriately, and the allocation process shall be repeated until the amounts allocated to recipient governments of a State total 100 percent of the amount allocated to that State.

Subpart D—Prohibition and Restrictions on Use of Funds

§ 51.30 Matching funds.

(a) *In general.*—Entitlement funds may not be used, directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal program. The indirect use of entitlement funds to match Federal funds is defined to mean the allocation of entitlement funds to a nonmatching expenditure and thereby releasing or displacing local funds which are used for the purpose of matching Federal funds. This prohibition on use of entitlement funds as matching

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EXHIBIT "B"

funds applies to Federal programs where Federal funds are required to be matched by non-Federal funds and to Federal programs which allow matching from either Federal or non-Federal funds.

(b) *Secondary recipients.*—The prohibition of paragraph (a) applies to a recipient government's entitlement funds which are transferred by it to another governmental unit or private organization. A violation of this section by a secondary recipient shall constitute a violation by the recipient government and the penalty provided by subparagraph (1) of this section shall be imposed on the recipient government.

(c) *Certification required.*—Pursuant to § 51.13, the chief executive officer of each recipient government must certify to the Secretary that entitlement funds received by it have not been used in violation of this section.

(d) *Increased State or local government revenues.*—No recipient government shall be determined to have used funds in violation of paragraph (a) of this section with respect to any funds received for any entitlement period (or during its fiscal year) to the extent that net revenues received by it from its own sources during such period exceed the net revenues received by it from its own sources during the 1-year period beginning July 1, 1971 (or its fiscal year ending during the same period). In the case of the entitlement periods of 6 months, one-half of such net revenues shall be measured.

(e) *Presumptions of compliance.*—No recipient government shall be determined to have used entitlement funds in violation of the indirect prohibition of paragraph (a) of this section to the extent that:

(1) The expenditure of entitlement funds was accompanied by an aggregate increase in nonmatching funds expenditures.

(2) The receipt of entitlement funds permitted that government to reduce taxes: *Provided*, Nonentitlement revenue is sufficient to cover all matching funds contributions.

(3) The matching funds contribution in question is accounted for by an in-kind contribution which was not financed directly or indirectly with entitlement funds.

(f) *Determination by Secretary of the Treasury.* If the Secretary has reason to believe that a recipient government has used entitlement funds to match Federal funds in violation of the Act, the Secretary shall give such government notice and opportunity for hearing. If the Secretary determines that such government has, in fact, used funds in violation of this section, he shall notify such government of his determination and shall request repayment to the United States of an amount equal to the funds so used. To the extent that such government fails to repay such amount, the Secretary shall withhold from subsequent entitlement payments to that government an amount of entitlement funds equal to the funds used in violation of this section or, if this method is impracticable, the Secretary may refer the matter to the Attorney General for appropriate civil action.

(g) *Use of entitlement funds to supplement Federal grant funds.* The prohibition on use of entitlement funds contained in paragraph (a) of this section does not prevent the use of entitlement funds to supplement other Federal grant funds. For example, if expenditures for a project exceed the amount available from non-Federal funds plus matched Federal funds, the recipient government may use entitlement funds to defray the excess costs: *Provided, however*, That the entitlement funds are not used to match other Federal funds: *And Provided further*, That in the case of a unit of local government, the use of entitlement funds to supplement Federal grants is restricted to the category of expenditures as set forth in § 51.31.

§ 51.31 Permissible expenditures.

(a) *In general.* Entitlement funds received by units of local government may be used only for priority expenditures. As used in this part, the term "priority expenditures" means:

(1) Ordinary and necessary maintenance and operating expenses for—

(i) Public safety (including law enforcement, fire protection, and building code enforcement);

(ii) Environmental protection (including sewage disposal, sanitation, and pollution abatement);

(iii) Public transportation (including transit systems and streets and roads);

(iv) Health;

(v) Recreation;

(vi) Libraries;

(vii) Social services for the poor or aged; and

(viii) Financial administration, and

(2) Ordinary and necessary capital expenditures authorized by law. No unit of local government may use entitlement funds for nonpriority expenditures which are defined as any expenditures other than those included in paragraph (a)(1) and (2) of this section. Pursuant to § 51.12, the chief executive officer of each unit of local government must certify to the Secretary that entitlement funds received by it have been used only for priority expenditures as required by the Act.

(b) *Use of entitlement funds for debt retirement.*—The use of entitlement funds for the repayment of debt is a permissible expenditure provided that:

(1) Entitlement funds are not used to pay any interest incurred because of the debt,

(2) The debt was originally incurred for a priority expenditure purpose as defined in this section,

(3) The actual expenditure from the proceeds of the indebtedness (i.e., for materials, contractors, etc.) was made on or after January 1, 1972 (the beginning of the first entitlement period),

(4) The actual expenditures from the proceeds of the indebtedness were not in violation of any restrictions enumerated in this subpart.

(c) *Effect of noncompliance.*—In the case of a unit of local government which uses an amount of entitlement funds for other than priority expenditures as defined in paragraph (a) of this section, it will pay over to the Secretary (for deposit in the general fund of the Treasury) an amount equal to 110 percent of any amount expended in violation of paragraph (a) of this section, unless such amount of entitlement funds is promptly repaid to the trust fund of the local government after notice by the Secretary and opportunity for corrective action.

§ 51.32 Discrimination.

(a) *Discrimination prohibited.* No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act. For purposes of this section "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient government, or by any unit of government or private contractor receiving entitlement funds from the recipient government. "Funded in whole or in part with entitlement funds" means that entitlement funds in any amount have been transferred from the recipient government's trust fund to an identifiable administrative unit and disbursed in a program or activity.

(b) *Specific discriminatory actions prohibited.* (1) A recipient government may not, under any program or activity to which the regulations of this section may apply, directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

(i) Deny any service or other benefit provided under the program or activity.

(ii) Provide any service or other benefit which is different, or is provided in a different form from that provided to others under the program or activity.

(iii) Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.

(iv) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity.

(v) Treat an individual differently from others in determining whether he satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity.

(vi) Deny an opportunity to participate in a program or activity as an employee.

(2) A recipient government may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

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(3) A recipient government in determining the site or location of facilities may not make selections of sites or locations which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, national origin, or sex from, the benefits of an activity or program; or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act and of this section.

(4) A recipient government shall not be prohibited by this section from taking any action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons within its jurisdiction, where the purpose of such action is to overcome prior discriminatory practice or usage.

(5) Notwithstanding anything to the contrary in this section, nothing contained herein shall be construed to prohibit any recipient government from maintaining or constructing separate living facilities or rest room facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when institutional or custodial services can properly be performed only by a member of the same sex as the recipients of the services.

(c) *Assurances required.* Pursuant to § 51.10(b), each Governor of a State or chief executive officer of a unit of local government shall include, in the assurances to the Secretary required by that section, a statement that all programs and activities funded in whole or in part by entitlement funds will be conducted in compliance with the requirements of this section. Such assurances shall be in a form prescribed by the Secretary.

(d) *Complaints and investigations.* Any person who believes himself, or any specific class of persons who believe themselves, to be subjected to discrimination prohibited by this section, may by himself or by a representative file with the Secretary a written report setting forth the nature of the discrimination alleged and the facts upon which the allegation is based. The Secretary shall advise the chief executive officer of the recipient government of the receipt of such report. If the Secretary has reason to believe that the report shows a recipient government has failed to comply with the provisions of this part, he will cause a prompt investigation to be made with respect to the facts and circumstances alleged in the report and with respect to the program or activity concerned. Such investigation may be made, if necessary, with the assistance of complainants or of the recipient government. No representative of a recipient government nor any of its agencies shall intimidate, threaten, coerce, or discriminate against any person or class of persons because of testimony, assistance, or participation in an investigation, proceeding, or hearing under this section.

(e) *Compliance reviews.* The Secretary shall monitor and determine compliance of recipient governments with the requirements of this section and of the Act. Compliance reviews will be undertaken from time to time, as appropriate, at the discretion of the Secretary.

(f) *Procedure for effecting compliance.* (1) Whenever the Secretary determines that a recipient government has failed to comply with this section, he shall notify the chief executive officer of such recipient government and the Governor of the State in which such government is located of the noncompliance and shall request the Governor to secure compliance. If within a reasonable time, not to exceed 60 days, the Governor fails or refuses to secure compliance, the Secretary is authorized: (i) To refer the matter to the Attorney General of the United States with a recommendation that an appropriate civil action be instituted; (ii) to exercise the powers and functions and the administrative remedies provided by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d); or (iii) to take such other action as may be authorized by law.

(2) No action to effect compliance with this section by any other means authorized by law shall be taken by the Department until:

(i) The Secretary has determined that compliance cannot be secured by voluntary means, and the recipient government has been notified of such determination; and

(ii) The expiration of at least 10 days from the mailing of such notice to the recipient government. During this period of at least 10 days, additional efforts may be made to persuade the recipient government to comply with this regulation and to take such corrective action as may be appropriate.

(3) An order pursuant to Title VI of the Civil Rights Act of 1964 terminating or refusing to grant or continue entitlement payments or demanding the forfeiture, repayment or withholding of entitlement funds shall become effective only after the procedures in paragraph (f) (1) of this section have been complied with and:

(i) The Secretary has advised the recipient government of its failure to comply and has determined that compliance cannot be secured by voluntary means;

(ii) There has been an express finding on the record, after such notice prescribed in this section, and after opportunity for hearing, of a failure by the recipient government to comply with a requirement imposed by or under this part;

(iii) The action has been approved by the Secretary; and

(iv) Thirty days have elapsed after the Secretary has filed with the Committee on Ways and Means of the House of Representatives and the Committee on Finance of the Senate a full written report of the circumstances and the grounds for such action; and

(v) The forfeiture or repayment of entitlement funds shall be limited to the particular recipient government as to whom a finding of noncompliance is made with this section and shall be limited to the program or activity in which such noncompliance has been so found. The amount of entitlement funds to be forfeited by the recipient government shall be reflected in a downward adjustment to future entitlement payments and shall be deposited in the general fund of the Treasury. If the Secretary determines that adjustment to future entitlement payments is impracticable, he may refer the matter to the Attorney General for appropriate civil action to require repayment of such amount to the United States. Furthermore, the Secretary shall withhold payment of all entitlement funds to a recipient government for which there has been a finding of noncompliance until such time that he is satisfied that such government will comply with the provisions of this section.

(g) *Delegation.* The Secretary may from time to time assign to officials of the Department, or to officials of other departments or agencies of the Government with the consent of such departments or agencies, responsibilities in connection with the effectuation of the purposes of this section (other than the review of initial decision of the administrative law judge) including the achievement of effective coordination within the executive branch in the implementation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).

(h) *Hearing procedure.* Whenever a procedure which requires due notice and opportunity for hearing is involved by the Secretary to effect compliance under this section, the procedural regulations promulgated in Subpart F of this part shall govern.

§ 51.33 Wage rates and labor standards.

(a) *Construction laborers and mechanics.* A recipient government which receives entitlement funds under the Act shall require that all laborers and mechanics employed by contractors or subcontractors in the performance of work on any construction project, 25 percent or more of the costs of which project are paid out of its entitlement funds: (1) Will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a—276a-7); and, (2) will be covered by labor standards specified by the Secretary of Labor pursuant to 29 CFR Parts 1, 3, 5, and 7.

(b) *Request for wage determination.* In situations where the Davis-Bacon standards are applicable the recipient government must file with the regional office of the U.S. Department of Labor, a Standard Form 308 requesting a wage determination for each intended project at least 30 days before the invitation for bids, and must ascertain that the wage determination issued and the contract clauses required by 29 CFR 5.5 and 29 CFR 5a.3 are incorporated in the contract specifications. The recipient government must also satisfy itself that the successful bidder is made aware of his labor standards responsibilities under the Davis-Bacon Act.

(c) *Government employees.* A recipient

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Received Filed OCT 14 1975
COUNTY OF YOLO, Clerk
By PAULA C. CORRAL Deputy

AGREEMENT NO. 75-310

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT, made and entered into this 6th day of Oct., 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and UNITED CHRISTIAN CENTERS, EAST YOLO TRANSPORTATION PROJECT hereinafter called RECIPIENT.

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W I T N E S S E T H:

1. COUNTY has received and has on hand funds from the Federal Government pursuant to the provisions of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221 - 1263, to be used in certain priority areas, including public transportation (31 CFR § 51.31 (a)(1)(iii)).

2. RECIPIENT has submitted an application and proposal for a grant of revenue sharing funds for such purposes, and the Board of Supervisors of COUNTY in public hearing fully examined said proposal and has approved it by Minute Order on June 19, 1975; COUNTY wishes to implement said proposal pursuant to Goverment Code §§ 25209 and 53703.

AGREEMENTS:

1. COUNTY shall, upon execution of this agreement, pay over to RECIPIENT, the sum of TWO THOUSAND SEVEN HUNDRED DOLLARS ($2,700.00)

2. RECIPIENT hereby promises and undertakes to use all of said funds exclusively for the purposes stated in the summary of proposal and budget statement attached hereto as Exhibit A and incorporated herein by this reference, and agrees to comply with the terms of this agreement.

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3. RECIPIENT agrees that the activities to be undertaken pursuant to this agreement are those activities described in the proposal attached hereto as Exhibit A, and agrees to administer said activities by or under the supervision of RECIPIENT in such a manner so as to insure compliance with said proposals.

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4. RECIPIENT agrees to deposit all funds received pursuant to this agreement in a separate bank account, and to separately account therefor with sufficient detail to enable COUNTY's auditor to determine the amount received, and amount expended, and the amount remaining at any time. RECIPIENT further agrees to report to COUNTY the expenditures of such funds in the form and manner prescribed by COUNTY.

5. Accounting:

RECIPIENT agrees:

a. To maintain proper and adequate records and ledgers sufficient to enable an audit of the program which is the subject of this agreement in the event that an audit is necessary in the judgment of COUNTY's auditor, and to make said ledgers and records available to such audit upon reasonable request of COUNTY.

b. To maintain its financial accounts in a manner sufficient to:

1. Permit necessary reports required by the Secretary of the Tresury to be prepared therefrom;

2. Document compliance with the prohibition of use of Revenue Sharing funds as matching funds to obtain a Federal grant.

3. Permit the tracing of Revenue Sharing funds to a level of expenditure which is adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of the Act, applicable

regulations, and this agreement.

4. Be available to inspection by employees of COUNTY the aforesaid records and documents, upon reasonable request of COUNTY.

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5. To establish and maintain accounting procedures which meet normally accepted accounting practices and principles, and to comply with the recommendations of COUNTY's auditor for the purpose of establishing and maintaining such accounting practices and fulfilling the terms of this agreement.

6. Prohibition of Matching Funds: RECIPIENT agrees and warrants that no funds received pursuant to this agreement will be used either directly or indirectly as matching funds to obtain any other Federal funds. RECIPIENT further agrees to comply with the provisions of 31 CFR § 51.30, a copy of which is attached hereto as Exhibit B, and incorporated herein by this reference.

7. Compliance with State and Local Fiscal Assistance Act of 1972. RECIPIENT agrees to comply with all requirements of the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512, 31 USC §§ 1221 through 1263) and with all applicable rules and regulations promulgated thereunder. (31 Code of Fed. Reg. 51).

8. Non Discrimination:

A. RECIPIENT agrees to comply with Title VI and VII of the Civil Rights Act of 1964, with § 122(a) of the Revenue Sharing Act, with 31 CFR § 31.52 attached hereto as Exhibit B and incorporated herein by this reference, and with the Constitution and applicable laws of the State of California.

B. RECIPIENT agrees and warrants that it will not, directly or through contractual or other arrangements, on the grounds of race, color, national origin or sex:

1. Deny any service or other benefit provided under the program or activity subject to this agreement.

2. Provide any service or other benefit which is different, or provided in a different form from that provided to others under the program or activity.

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3. Subject to segregated or separate treatment in any facility, or in any manner or process related to receipt of any service or benefit under the program or activity.

4. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity.

5. Treat any individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity.

6. Deny an equal opportunity to participate in any program or activity as an employee.

7. Utilize any criterion or method of administration of the program which is the subject of this agreement which has the effect of subjecting individuals to discrimination, or has the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

8. Make an selection of such sites or locations for facilities operated pursuant to this agreement which has the effect of excluding individuals from, denying then the benefits of, or subjecting them to discrimination.

8. Insurance: Without limiting RECIPIENT's agreement to indemnify COUNTY, RECIPIENT agrees to maintain in force at all times during the performance of this agreement, a policy or policies

of insurance sufficient to fully cover its operation. RECIPIENT further agrees to maintain in full force and effect the policy or policies of insurance which are described on the applicable section of RECIPIENT's proposed budget, attached hereto as Exhibit A and incorporated herein by this reference. RECIPIENT agrees not to cancel or reduce the amount of coverage of any of the aforesaid insurance without giving notice in writing at least 10 days in advance of such cancellation or modification to COUNTY, and agrees to abide with reasonable requirements imposed by COUNTY upon said cancellation or modification. RECIPIENT further agrees and warrants that during all times during the performance of this agreement, RECIPIENT will, at its sole cost, maintain Workmen's Compensation Insurance fully covering all employees of RECIPIENT.

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9. Indemnification: RECIPIENT agrees and warrants that it shall indemnify, defend and hold harmless COUNTY, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, including attorney's fees arising out of or resulting from the performance of this agreement, caused in whole or in part by any negligent act or omission of RECIPIENT or anyone directly or indirectly employed by RECIPIENT, regardless of whether or not it is caused in part by a party indemnified hereunder. RECIPIENT further agrees and warrants that in the event that COUNTY becomes obligated to reimburse the Federal Government for any Revenue Sharing funds which are subject to this agreement by virtue of the non compliance of RECIPIENT with any applicable Federal law or regulation, RECIPIENT shall reimburse the COUNTY for said obligation of COUNTY to the Federal Government.

10. Relationship of Parties: At all times during the performance of this agreement, RECIPIENT is an independent contractor of COUNTY; at no time will any employee, agent, or contractor of

RECIPIENT be, or be construed to be, an employee, agent or contractor of COUNTY for any purpose.

11. Assignability: This agreement is not assignable in whole or in part without the written consent of COUNTY.

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12. Subcontracting: RECIPIENT shall not enter into subcontracts for any of the work contemplated under this agreement without first obtaining written approval from COUNTY.

13. Waiver: Any waiver by COUNTY of any default, breach or conditions of this contract of this agreement, shall not be construed as a waiver by COUNTY of any other default, breach, or condition, or any other right hereunder.

14. Merger Clause: This writing embodies the full understanding of the parties hereto, and is intended to supercede all other agreements between the parties as to the subject matter contained herein, whether written or oral, prior or contemporaneous. No alteration or variation of any term of this agreement shall be valid unless made in writing and signed by the parties hereto or their successors in office.

15. Successors: This agreement shall bind and inure to the benefit of the successors in interest of COUNTY and RECIPIENT in the same manner as if such party had been expressly named herein.

16. Term: The term of this agreement is from the date of its execution until June 30, 1976, unless otherwise terminated as provided herein.

17. Termination: Either party to this agreement may terminate the agreement upon delivery to the other party of a notice of termination, said termination to be effective no sooner than thirty (30) days after delivery of such a notice, and said termination to be effective only upon the reimbursement to COUNTY of all revenue sharing funds unexpended by RECIPIENT as of the date of termination; provided however, that in the

event that the funds available to COUNTY under the State and Local Assistance Act of 1972 are reduced or withdrawn by the Federal Government, COUNTY may terminate this agreement immediately, and RECIPIENT agrees to reimburse COUNTY immediately for all funds unexpended as of the date of said termination.

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RECIPIENT acknowledges and agrees that COUNTY shall retain ultimate control over all aspects of the program funded by this agreement which involve the exercise of judgment and/or discretion. COUNTY has fully examined RECIPIENT's proposal, and has determined that provision of the facilities and/or services described therein fulfills a valid and necessary public purpose, and that the method of administration of said program as described in said proposal is proper.

RECIPIENT agrees to obtain prior written approval of COUNTY before implementing any changes in the aforesaid program which require the vote of the directing board of RECIPIENT, or which in fact constitute a substantial alteration in the scope, purpose, method of administration, method of selecting clients or recipients, method of charging fees, if any, or allocation of the funds received pursuant to this agreement. Failure to obtain said approval shall constitute a material breach of this agreement, and COUNTY may, at its sole option, immediately terminate or enforce this agreement. In the event COUNTY terminates this agreement because of said breach, RECIPIENT will immediately repay to COUNTY all revenue sharing funds which were unexpended on the day preceeding the breach regardless of when RECIPIENT was notified of the breach by COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

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COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Paula C. Conrad
DEPUTY

(SEAL)

RECIPIENT:

Original Signed

BY Charles Jenkins

1975/76 Funding Granted $ 2700.00

SUMMARY OF PROPOSAL & BUDGET STATEMENT

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ORGANIZATION: UNITED CHRISTIAN CENTERS

ACTIVITIES FOR WHICH FUNDS WILL BE EXPENDED: EAST YOLO TRANSPORTATION PROJECT

MEASURABLE CRITERIA TO BE USED TO EVALUATE PERFORMANCE, EFFICIENT AND EFFECTIVE USE OF REVENUE SHARING MONEY, AND THE ORGANIZATION'S COMPLIANCE WITH THE ORIGINAL REQUEST PRESENTED TO THE BOARD OF SUPERVISORS AND THE GENERAL REVENUE SHARING LAW:

SEE ATTACHED (ITEM IV)

BUDGET DETAIL:

BUDGET CATEGORY		BUDGET AMOUNT
SALARIES		$ -0-
BENEFITS		-0-
OTHER GOODS		-0-
SERVICES & LEASES		-0-
MAINTENANCE & UTILITIES		-0-
TRANSPORTATION & TRAVEL	VEHICLE OPERATING COSTS	2700.00
STAFF TRAINING		-0-
CAPITAL OUTLAY		
Item 1		-0-
Item 2		
Item 3		
Item 4		
Item 5		
TOTAL BUDGET		$ 2700.00

THIS BUDGET STATEMENT'S DISTRIBUTION OF THE ORGANIZATIONAL GRANT DOLLARS IS NOT INFLEXIBLE. CHANGES BETWEEN APPROVED BUDGET CATEGORIES AND ITEMS MAY BE MADE WITHOUT PRIOR AUTHORIZATION DURING THE COURSE OF OPERATIONS. HOWEVER, THERE IS AN EXCEPTION TO THIS FLEXABILITY. THE APPROVED BUDGET STATEMENT INDICATES THE APPROVED SCOPE OF THE ORGANIZATIONAL GRANT PROGRAM. ANY CHANGE WHICH WOULD SUBSTANTIALLY ALTER EITHER THE SCOPE OF THE PROGRAM OR ADD TO AUTHORIZED CAPITAL EXPENDITURES MUST BE APPROVED IN ADVANCE, IN WRITING BY THE COUNTY BOARD OF SUPERVISORS.

NAME OF THE RESPONSIBLE PERSON TO BE HELD ACCOUNTABLE FOR THE FUNDS: George Turner, Executive Director; Charles Jenkins, President; Norman Baldwin, Treasurer

PERSON'S TITLE IN THE AGENCY: John Siden, Project Director

AGENCY ADDRESS & PHONE NUMBER: Admin. Office: P. O. Box 8103, Sacramento, CA 95818, 452-5715
Program Office: 110 Sixth Street, Broderick, CA 95605, 372-0200

NON-PROFIT AGENCY STATUS: Calif. non profit Corp; Fed 501 (c)(3) exemption

LICENSES TO OPERATE: Calif. Public Util. Commission charter party carrier of passengers authority #TCP-417-P

INSURANCE BROKER NAME AND AGENCY: see attached

EXHIBIT "A"

UNITED CHRISTIAN CENTERS
East Yolo Transportation Project

Revised Revenue Sharing Proposal

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I. Purpose of Grant

The United Christian Centers East Yolo Transportation Project request $2700 to partially offset operating costs of vehicles used in its program.

II. Description of program

The East Yolo Transportation Project is an interagency non profit transportation service coordinated and conducted by the Broderick Christian Center unit of the United Christian Centers. It provides transportation from East Yolo to Yolo General Hospital Outpatient Clinic in Woodland and from East Yolo, Davis and Woodland to the Yolo Sheltered Workshop in Woodland twice daily. In addition, the project through contracts also serves the East Yolo Senior Citizens, the Senior Nutrition Program and the Child Development Program of the Broderick Christian Center in getting people to and from scheduled activities, delivering lunches, and transporting children.

III. Clients served

Those served are:	Eligibility
low income aged	East Yolo resident over 60
low income ill	East Yolo resident in need of clinic services
Physically, mentally, socially handicapped	Sponsorship in Yolo Sheltered Work shop by Alta California Regional Center, Department of Rehabilitation, Mental Health Services or other agency
Child Development Program kindergarten pupils	Certification by Welfare Department

IV. Criteria for Evaluation

1. Roundtrip weekday transportation will be provided from homes in East Yolo, Davis, and Woodland to Yolo Sheltered Workshop in Woodland for 20 clients.

2. Roundtrip transportation from homes in East Yolo to Yolo General Hospital outpatient clinic in Woodland will be provided weekdays on demand for 20 patients a month.

3. Transportation from homes in East Yolo to East Yolo Senior Citizens' nutrition program will be provided 3 times a week for 6 passengers each day.

4. Twenty meals will be delivered to homebound senior citizens three times a week.

5. Other transportation services will be provided on a charter basis as space and time permit to handicapped, ill, aged or low income persons where no other means exist.

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V. Organization of recipient

The United Christian Centers of the Greater Sacramento Area, Inc. is a California non-profit corporation. It is operated by a 27-member board of directors which hires an executive director charged with the administration of the board's policies in carrying out the purposes for which the agency was established. Programs are carried out through three neighborhood based units--Lincoln Christian Center and Del Paso Heights Christian Center in Sacramento and the Broderick Christian Center in East Yolo. It is through the Broderick Christian Center unit that the East Yolo Transportation Project operates under the direction of the unit director. (Names of the President of the Board of Directors, Executive Director and unit director are listed on the "Summary of Proposal and Budget Statement" accompanying this revised proposal.)

In the agency as a whole there are 11 full time employees and 24 parttime employees. Of these 1 full time and 1 parttime employee whose sole duties are to transport the passengers as noted under number IV above are currently employed in the transportation project.

VI. Fees

Passengers are not charged as no passenger service is operated on individual fare basis. As a charter party carrier, charges are made on a mileage or time of use basis, or combination thereof, to groups, agencies or programs only.

United Christian Centers Insurance Coverage

A. Agent: A. Mason Blodgett, 433 California St., San Francisco, CA 94104

B. Policies:

1. Name of Insurance Carrier/Continental Casualty
   Description of Policy: Medical
   Limits of Policy: $300,000 general bodily injury
   $ 50,000 property damage
   Effective dates of policy: April 15, 1975 - April 15, 1976

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2. Name of Insurance Carrier: Aetna Insurance Company
   Description of Policy: Worker's Compensation
   Limits of Policy: $100,000
   Effective dates: April 1, 1975 - April 1, 1976

3. Name of Insurance Carrier: National Indemnity Company
   Description: Automobile
   Limits of Policy: $100,000/350,000 bodily injury
   $ 50,000 property damage
   $300,000 single limit coverage
   Effective dates: October 31, 1974 - October 31, 1975

4. Name of Insurance Carrier: Pacific Employees Insurance Company
   Description: Fidelity bond
   Limits of policy: $10,000
   Effective Dates: May 11, 1975 - May 11, 1976

5. Name of Insurance Carrier: Aetna Insurance Company
   Description: Liability
   Limits of policy: $1,000,000 umbrella
   Effective dates: April 15, 1975 - April 15, 1976

cised upon them new taxing authority, then, the aggregate amount taken into account under paragraph (a) (2) of this section shall be reduced to the extent of the larger of—

(1) An amount equal to the amount of the taxes collected by reason of the exercise of such new taxing authority by such local governments, or

(2) An amount equal to the amount of the loss of revenue to the State by reason of such new taxing authority being conferred on such local governments.

No amount shall be taken into consideration under paragraph (e) (1) of this section if such new taxing authority is an increase in the authorized rate of tax under a previously authorized kind of tax, unless the State is determined by the Secretary to have decreased a related State tax.

(f) *Special rule for period beginning July 1, 1973.* In the case of the entitlement period beginning July 1, 1973, the preceding entitlement period for purposes of paragraph (a) (1) of this section shall be treated as being the 1-year period beginning July 1, 1972, or that State's fiscal year which ends prior to June 30, 1973.

(g) *Special rule for period beginning July 1, 1976.* In the case of the entitlement period beginning July 1, 1976, and ending December 31, 1976, the aggregate amount taken into account under paragraph (a) (1) of this section for the preceding entitlement period and the aggregate amount taken into account under paragraph (a) (2) of this section shall be one-half of the amounts which (but for this paragraph (g)) would be taken into account.

(h) *Report by Governor.* Pursuant to the authority of § 51.10 and in order to effect compliance with this section, the Governor of each State shall submit to the Secretary within 90 days after the end of the State's fiscal year, on a form to be provided, the aggregate transfers from own source revenues to units of local government for those entitlement periods or that State's fiscal years specified on the report:

(1) The State's own source revenues.

(2) The State's total revenues.

(3) The State's own source transfers to units of local government.

(4) The State's total transfers to units of local government.

(i) *Reduction in entitlement.* If the Secretary has reason to believe that paragraph (a) of this section requires a reduction in the entitlement of any State government for any entitlement period, he shall give reasonable notice and opportunity for hearing to the State. If, thereafter, he determines that paragraph (a) of this section requires the reduction of such entitlement, he shall also determine the amount of such reduction and shall notify the Governor of such State of such determinations and shall withhold from subsequent payments to such State government under this subtitle an amount equal to such reduction.

(j) *Transfer to general fund.* An amount equal to the reduction in the entitlement of any State government which results from the application of this section (after any judicial review) shall be transferred from the Secretary's Trust Fund to the general fund of the Treasury on the day on which such reduction becomes final.

§ 51.27 Optional formula.

(a) *In general.* A State government may by law provide for the allocation of entitlement funds among county areas, or among units of local government (other than county governments, Indian tribes, and Alaskan native villages): (1) On the basis of the population multiplied by the general tax effort factors of such areas or units of local government; or, (2) on the basis of the population multiplied by the relative income factors of such areas or units of local government; or, (3) on the basis of a combination of those two factors. Any State which provides by law for such a variation in the allocation formula provided by subsections 108(a) or 108(b) (2) and (3) of the Act, shall notify the Secretary of such law not later than 30 days before the beginning of the first entitlement period to which such law is to apply. Any such law shall:

(1) Provide for allocating 100 percent of the aggregate amount to be allocated under subsections 108(a) or 108(b) (2) and (3) of the Act;

(2) Apply uniformly throughout the State; and

(3) Apply during the period beginning on the first day of the first entitlement period to which it applies and ending on December 31, 1976.

(b) *Single legislation required.* If a State government alters its county area allocation formula or its local government allocation formula, or both, such alteration may be made only once and must be made in the same legislative enactment.

(c) *Certification required.* Paragraph (a) of this section shall apply within a State only if the Secretary certifies that the State law complies with the requirements of such paragraph. The Secretary shall not certify any such law with respect to which he receives notification later than 30 days prior to the first entitlement period during which it is to apply.

§ 51.28 Adjustment of data factors.

The data factors and data definitions used in computing entitlements under the Act for any entitlement period will be made available to each State government and unit of local government as soon as practicable. Each such government will be given a reasonable opportunity to question those data factors by providing the Department with factual documentation demonstrating evidence of error. If the Secretary determines that any data factors used were erroneous, necessary adjustments will be made. Data factors which are used for more than one entitlement period will be subject to challenge and adjustment only for the first entitlement period in which they were used.

§ 51.29 Adjustment for maximum and minimum per capita entitlement, 145 percent criterion.

(a) *County area maximum and minimum per capita entitlement.*—(1) *In general.* Pursuant to section 108(b) (6) of the Act, the per capita amount allocated to any county area shall be not less than 20 percent, nor more than 145 percent, of two-thirds of the amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a county area allocation is greater than the 145-percent limit, its allocation shall be reduced to the 145-percent level and the resulting surplus shall be shared proportionately by all remaining unconstrained county areas.

(3) *Twenty-percent rule.* If, after the application of paragraph (a) (2) of this section, a county area allocation is less than the 20-percent limit, its allocation shall be increased to the 20-percent level and the resulting deficit shall be shared proportionately by all remaining unconstrained county areas.

(b) *Local government (other than a county government).*—(1) *In general.* Except as provided below, the per-capita amount allocated to any unit of local government (other than a county government) shall be not less than 20-percent, nor more than 145-percent, of two-thirds of the amount allocated to the State under section 106 of the Act, divided by the population of that State.

(2) *One hundred forty-five-percent rule.* If a unit of local government is allocated an amount greater than the 145-percent limit, its allocation shall be reduced to that level.

(3) *Twenty-percent rule.* If a unit of local government is allocated an amount less than the 20-percent limit, its allocation shall be increased to the lower of the 20-percent limit or 50 percent of the sum of that unit's adjusted taxes and transfers.

(c) *One hundred-percent criterion.* If the amounts allocated to recipient governments of a State do not total 100 percent of the amount allocated to that State, the amount to be allocated to county areas shall be adjusted appropriately, and the allocation process shall be repeated until the amounts allocated to recipient governments of a State total 100 percent of the amount allocated to that State.

Subpart D—Prohibition and Restrictions on Use of Funds

§ 51.30 Matching funds.

(a) *In general.*—Entitlement funds may not be used, directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal program. The indirect use of entitlement funds to match Federal funds is defined to mean the allocation of entitlement funds to a nonmatching expenditure and thereby releasing or displacing local funds which are used for the purpose of matching Federal funds. This prohibition on use of entitlement funds as matching

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funds applies to Federal programs which Federal funds are required to be matched by non-Federal funds and to Federal programs which allow matching from either Federal or non-Federal funds.

(b) *Secondary recipients.*—The prohibition of paragraph (a) applies to a recipient government's entitlement funds which are transferred by it to another governmental unit or private organization. A violation of this section by a secondary recipient shall constitute a violation by the recipient government and the penalty provided by subparagraph (1) of this section shall be imposed on the recipient government.

(c) *Certification required.*—Pursuant to § 51.12, the chief executive officer of each recipient government must certify to the Secretary that entitlement funds received by it have not been used in violation of this section.

(d) *Increased State or local government revenues.*—No recipient government shall be determined to have used funds in violation of paragraph (a) of this section with respect to any funds received for any entitlement period (or during its fiscal year) to the extent that net revenues received by it from its own sources during such period exceed the net revenues received by it from its own sources during the 1-year period beginning July 1, 1971 (or its fiscal year ending during the same period). In the case of the entitlement periods of 6 months, one-half of such net revenues shall be measured.

(e) *Presumptions of compliance.*—No recipient government shall be determined to have used entitlement funds in violation of the indirect prohibition of paragraph (a) of this section to the extent that:

(1) The expenditure of entitlement funds was accompanied by an aggregate increase in nonmatching funds expenditures.

(2) The receipt of entitlement funds permitted that government to reduce taxes: *Provided*, Nonentitlement revenue is sufficient to cover all matching funds contributions.

(3) The matching funds contribution in question is accounted for by an in-kind contribution which was not financed directly or indirectly with entitlement funds.

(f) *Determination by Secretary of the Treasury.* If the Secretary has reason to believe that a recipient government has used entitlement funds to match Federal funds in violation of the Act, the Secretary shall give such government notice and opportunity for hearing. If the Secretary determines that such government has, in fact, used funds in violation of this section, he shall notify such government of his determination and shall request repayment to the United States of an amount equal to the funds so used. To the extent that such government fails to repay such amount, the Secretary shall withhold from subsequent entitlement payments to that government an amount of entitlement funds equal to the funds used in violation of this section or, if this method is impracticable, the Secretary may refer the matter to the Attorney General for appropriate civil action.

(g) *Use of entitlement funds to supplement Federal grant funds.* The prohibition on use of entitlement funds contained in paragraph (a) of this section does not prevent the use of entitlement funds to supplement other Federal grant funds. For example, if expenditures for a project exceed the amount available from non-Federal funds plus matched Federal funds, the recipient government may use entitlement funds to defray the excess costs: *Provided, however*, That the entitlement funds are not used to match other Federal funds: *And provided further*, That in the case of a unit of local government, the use of entitlement funds to supplement Federal grants is restricted to the category of expenditures as set forth in § 51.31.

§ 51.31 Permissible expenditures.

(a) *In general.* Entitlement funds received by units of local government may be used only for priority expenditures. As used in this part, the term "priority expenditures" means:

(1) Ordinary and necessary maintenance and operating expenses for—

(i) Public safety (including law enforcement, fire protection, and building code enforcement);

(ii) Environmental protection (including sewage disposal, sanitation, and pollution abatement);

(iii) Public transportation (including transit systems and streets and roads);

(iv) Health;

(v) Recreation;

(vi) Libraries;

(vii) Social services for the poor or aged; and

(viii) Financial administration, and

(2) Ordinary and necessary capital expenditures authorized by law. No unit of local government may use entitlement funds for nonpriority expenditures which are defined as any expenditures other than those included in paragraph (a) (1) and (2) of this section. Pursuant to § 51.12, the chief executive officer of each unit of local government must certify to the Secretary that entitlement funds received by it have been used only for priority expenditures as required by the Act.

(b) *Use of entitlement funds for debt retirement.*—The use of entitlement funds for the repayment of debt is a permissible expenditure provided that:

(1) Entitlement funds are not used to pay any interest incurred because of the debt.

(2) The debt was originally incurred for a priority expenditure purpose as defined in this section.

(3) The actual expenditure from the proceeds of the indebtedness (i.e., for materials, contractors, etc.) was made on or after January 1, 1972 (the beginning of the first entitlement period).

(4) The actual expenditures from the proceeds of the indebtedness were not in violation of any restrictions enumerated in this subpart.

(c) *Effect of noncompliance.*—In the case of a unit of local government which uses an amount of entitlement funds for other than priority expenditures as defined in paragraph (a) of this section, it will pay over to the Secretary (for deposit in the general fund of the Treasury) an amount equal to 110 percent of any amount expended in violation of paragraph (a) of this section, unless such amount of entitlement funds is promptly repaid to the trust fund of the local government after notice by the Secretary and opportunity for corrective action.

§ 51.32 Discrimination.

(a) *Discrimination prohibited.* No person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with entitlement funds made available pursuant to subtitle A of title I of the Act. For purposes of this section "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient government, or by any unit of government or private contractor receiving entitlement funds from the recipient government. "Funded in whole or in part with entitlement funds" means that entitlement funds in any amount have been transferred from the recipient government's trust fund to an identifiable administrative unit and disbursed in a program or activity.

(b) *Specific discriminatory actions prohibited.* (1) A recipient government may not, under any program or activity to which the regulations of this section may apply, directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

(i) Deny any service or other benefit provided under the program or activity.

(ii) Provide any service or other benefit which is different, or is provided in a different form from that provided to others under the program or activity.

(iii) Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.

(iv) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity.

(v) Treat an individual differently from others in determining whether he satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity.

(vi) Deny an opportunity to participate in a program or activity as an employee.

(2) A recipient government may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

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(3) A recipient government in determining the site or location of facilities may not make selections of such site or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, national origin, or sex from, the benefits of an activity or program; or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Act and of this section.

(4) A recipient government shall not be prohibited by this section from taking any action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons within its jurisdiction, where the purpose of such action is to overcome prior discriminatory practice or usage.

(5) Notwithstanding anything to the contrary in this section, nothing contained herein shall be construed to prohibit any recipient government from maintaining or constructing separate living facilities or rest room facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when institutional or custodial services can properly be performed only by a member of the same sex as the recipients of the services.

(c) *Assurances required.* Pursuant to § 51.10(b), each Governor of a State or chief executive officer of a unit of local government shall include, in the assurances to the Secretary required by that section, a statement that all programs and activities funded in whole or in part by entitlement funds will be conducted in compliance with the requirements of this section. Such assurances shall be in a form prescribed by the Secretary.

(d) *Complaints and investigations.* Any person who believes himself, or any specific class of persons who believe themselves, to be subjected to discrimination prohibited by this section, may by himself or by a representative file with the Secretary a written report setting forth the nature of the discrimination alleged and the facts upon which the allegation is based. The Secretary shall advise the chief executive officer of the recipient government of the receipt of such report. If the Secretary has reason to believe that the report shows a recipient government has failed to comply with the provisions of this part, he will cause a prompt investigation to be made with respect to the facts and circumstances alleged in the report and with respect to the program or activity concerned. Such investigation may be made, if necessary, with the assistance of complainants or of the recipient government. No representative of a recipient government nor any of its agencies shall intimidate, threaten, coerce, or discriminate against any person or class of persons because of testimony, assistance, or participation in an investigation, proceeding, or hearing under this section.

(e) *Compliance reviews.* The Secretary shall monitor and determine compliance of recipient governments with the requirements of this section and of the Act. Compliance reviews will be undertaken from time to time, as appropriate, at the discretion of the Secretary.

(f) *Procedure for effecting compliance.* (1) Whenever the Secretary determines that a recipient government has failed to comply with this section, he shall notify the chief executive officer of such recipient government and the Governor of the State in which such government is located of the noncompliance and shall request the Governor to secure compliance. If within a reasonable time, not to exceed 60 days, the Governor fails or refuses to secure compliance, the Secretary is authorized:

(i) To refer the matter to the Attorney General of the United States with a recommendation that an appropriate civil action be instituted; (ii) to exercise the powers and functions and the administrative remedies provided by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-); or (iii) to take such other action as may be authorized by law.

(2) No action to effect compliance with this section by any other means authorized by law shall be taken by the Department until:

(i) The Secretary has determined that compliance cannot be secured by voluntary means, and the recipient government has been notified of such determination; and

(ii) The expiration of at least 10 days from the mailing of such notice to the recipient government. During this period of at least 10 days, additional efforts may be made to persuade the recipient government to comply with this regulation and to take such corrective action as may be appropriate.

(3) An order pursuant to Title VI of the Civil Rights Act of 1964 terminating or refusing to grant or continue entitlement payments or demanding the forfeiture, repayment or withholding of entitlement funds shall become effective only after the procedures in paragraph (f) (1) of this section have been complied with and:

(i) The Secretary has advised the recipient government of its failure to comply and has determined that compliance cannot be secured by voluntary means;

(ii) There has been an express finding on the record, after such notice prescribed in this section, and after opportunity for hearing, of a failure by the recipient government to comply with a requirement imposed by or under this part;

(iii) The action has been approved by the Secretary; and

(iv) Thirty days have elapsed after the Secretary has filed with the Committee on Ways and Means of the House of Representatives and the Committee on Finance of the Senate a full written report of the circumstances and the grounds for such action; and

(v) The forfeiture or repayment of entitlement funds shall be limited to the particular recipient government as to whom a finding of noncompliance is made with this section and shall be limited to the programs or activity in which such noncompliance has been so found. The amount of entitlement funds so are forfeited by the recipient government shall be reflected in a downward adjustment to future entitlement payments and shall be deposited in the general fund of the Treasury. If the Secretary determines that adjustment to future entitlement payments is impracticable, he may refer the matter to the Attorney General for appropriate civil action to require repayment of such amount to the United States. Furthermore, the Secretary shall withhold payment of all entitlement funds to a recipient government for which there has been a finding of noncompliance until such time that he is satisfied that such government will comply with the provisions of this section.

(g) *Delegation.* The Secretary may from time to time assign to officials of the Department, or to officials of other departments or agencies of the Government with the consent of such departments or agencies, responsibilities in connection with the effectuation of the purposes of this section (other than the review of initial decision of the administrative law judge) including the achievement of effective coordination within the executive branch in the implementation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d).

(h) *Hearing procedure.* Whenever a procedure which requires due notice and opportunity for hearing is involved by the Secretary to effect compliance under this section, the procedural regulations promulgated in Subpart F of this part shall govern.

§ 51.33 Wage rates and labor standards.

(a) *Construction laborers and mechanics.* A recipient government which receives entitlement funds under the Act shall require that all laborers and mechanics employed by contractors or subcontractors in the performance of work on any construction project, 25 percent or more of the costs of which project are paid out of its entitlement funds: (1) Will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a—276a-7); and, (2) will be covered by labor standards specified by the Secretary of Labor pursuant to 29 CFR Parts 1, 3, 5, and 7.

(b) *Request for wage determination.* In situations where the Davis-Bacon standards are applicable the recipient government must file with the regional office of the U.S. Department of Labor, a Standard Form 308 requesting a wage determination for each intended project at least 30 days before the invitation for bids, and must ascertain that the wage determination issued and the contract clauses required by 29 CFR 5.5 and 29 CFR 5.5.3 are incorporated in the contract specifications. The recipient government must also satisfy itself that the successful bidder is made aware of his labor standards responsibilities under the Davis-Bacon Act.

(c) *Government employees.* A recipient

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FILED
OCT - 6 1975
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 75-311

THIS AGREEMENT made and entered into this 6th day of October, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, by and through the Grand Jury of the County of Yolo, hereinafter referred to as GRAND JURY, and JOHN F. FORBES & COMPANY, Certified Public Accountants, of the City of Sacramento, State of California, hereinafter referred to as AUDITORS,

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W I T N E S S E T H:

1. EMPLOYMENT. GRAND JURY after having been first empowered so to do by the Superior Court of the State of California, in and for the County of Yolo, has employed and does employ AUDITORS in accordance with the following terms and conditions for the purpose of making a careful and complete audit and examination of the books, records and accounts of all of the officers of said County of Yolo in accordance with § 925 of the California Penal Code for the period beginning July 1, 1974 and ending June 30, 1975, and the AUDITORS hereby accept said employment and agree to perform such an audit in accordance with the terms and conditions of this agreement and in accordance with the proposal of GRAND JURY.

2. SCOPE OF AUDIT. Said audit shall specifically include tests of the accounting records, receipts, disbursements and financial transactions, tax roll accountability, Board of Supervisors allowances, road funds, tax redemption, collateral, securities and all other accounts, books, papers, documents, files and correspondence necessary to complete a thorough and practical audit covering all county offices, departments, agencies, institutions and offices of the said County of Yolo, and the governmental departments and functions thereof, all in

accordance with accepted governmental auditing practices. Said audit shall also include an audit of the books and records of the justice courts of the County of Yolo, which books and records shall be audited in accordance with the methods prescribed in that certain pamphlet entitled "Standard Audit Program for Municipal Courts and Justice Courts" prepared by the Controller of the State of California. AUDITORS shall also make a special review of the Yolo County Child Support Program and comment in writing upon the performance of the duties involved therein as required by Welfare and Institutions Code § 10602.5 in accordance with the Grand Jury Child Support Audit Guidelines of the State Department of Benefit Payments. Said audit shall not include school districts and other special districts under the direction of locally elected governing boards.

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3. LIAISON. AUDITORS shall designate one of their members to act as liaison between AUDITORS and GRAND JURY acting by and through the duly appointed chairman of the Audit Committee of GRAND JURY.

4. AUDIT PERSONNEL. AUDITORS shall use only qualified and experienced personnel in conducting the audit particularly those interested in auditing procedures.

5. REPORTS.

   a. Report upon Recommendations. AUDITORS shall make a report to the Audit Committee of GRAND JURY as soon as reasonably possible after commencing the audit as to whether or not the recommendations in the 1974 Grand Jury Audit Report have been carried out or are being carried out by the various county departments involved.

   b. Progress Reports. AUDITORS shall make progress reports periodically during the course of this engagement and shall confer with the Audit Committee of GRAND JURY before the

final preparation of the Audit Report.

c. Preliminary Findings and Temporary Reports. AUDITORS shall make such preliminary findings and temporary reports to the GRAND JURY as may be advisable should the audit and examination disclose any matter or matters which may be deemed advisable or expedient to bring to the immediate attention of the GRAND JURY. Such preliminary report or statement may be made orally to GRAND JURY by AUDITORS or in such written or temporary manner as may be agreed upon.

d. Audit Report. Said audit shall be completed and reports thereon furnished not later than January 15, 1976, together with 24 copies thereof.

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6. SPECIAL STUDY AND REPORT. AUDITORS shall, with concurrence of the Audit Committee of GRAND JURY, select two county departments for more comprehensive review.

7. COMPENSATION.

a. Amount. As full compensation for all services to be performed by AUDITORS, said GRAND JURY hereby agrees to pay said AUDITORS the sum of $11,400 for all services rendered.

b. Payment. Said compensation shall be paid upon an itemized statement made upon completion of final audit report and acceptance thereof by GRAND JURY.

c. Statement. AUDITORS shall submit an itemized statement with their claim for services rendered showing the number of hours worked, the name of each person who conducted any part of the audit and the number of hours worked by each such person.

8. DETAIL WORK. Notwithstanding the foregoing, it is expressly understood that in the event AUDITORS encounter any circumstances in the conduct of the audit or irregularities or unforeseen conditions which warrant more detailed investigation or audit not within the scope of a general audit, such

circumstances shall be immediately reported to GRAND JURY and if deemed necessary, this agreement may be amended to provide for a more detailed audit and for additional compensation to be paid therefor. In the event such circumstances are encountered, AUDITORS shall immediately report such matter to GRAND JURY for approval of a more detailed investigation or audit.

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9. OTHER EMPLOYMENT. During the term of this agreement AUDITORS shall not accept any employment by the County of Yolo or its officers, agents or employees without the consent of GRAND JURY.

IN WITNESS WHEREOF, the GRAND JURY has caused this agreement to be executed in accordance with the terms of § 926 of the California Penal Code, and AUDITORS have executed this agreement, all on the day and year herein first above written.

GRAND JURY OF THE COUNTY OF YOLO

BY _____
STUART M. FOSTER, D.V.M., Foreman

BY _____
KAREN ANNE LANG, Secretary

JOHN F. FORBES & COMPANY - AUDITORS

BY _____

Compensation provided in Agreement
Approved for the 1975 Yolo County
GRAND JURY

_____
JAMES C. McDERMOTT
Judge of the Superior Court

_____
WARREN K. TAYLOR
Judge of the Superior Court

BOARD OF SUPERVISORS OF THE COUNTY
OF YOLO, STATE OF CALIFORNIA

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

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ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Peter E. Bruce
DEPUTY

(SEAL)

OCT 15 1975
LAURENCE P. [illegible], Clerk
By PETE E. LUCAS, Deputy

AGREEMENT NO. 75-312

(Agreement to Provide Funds to
SUICIDE PREVENTION OF DAVIS)

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THIS AGREEMENT made and entered into this 6th day of October, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and PATRICIA ALLEN, as Coordinator and Director of the SUICIDE PREVENTION OF DAVIS, an unincorporated association, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. PATRICIA ALLEN is the Director of the unincorporated association known as SUICIDE PREVENTION OF DAVIS, and as such provides a valued public health service, namely, the assisting in the prevention of suicide in the County of Yolo.
2. COUNTY has need of such services.
3. CONTRACTOR agrees to provide the services for COUNTY described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Service. CONTRACTOR shall provide such services as are described in Exhibit "B" attached hereto and incorporated herein by this reference.
2. Payment.
   A. For said services, COUNTY shall pay to CONTRACTOR a total sum not to exceed ONE THOUSAND DOLLARS ($1,000).
   B. Such payments shall be made by COUNTY monthly upon submission of a claim to COUNTY countersigned and approved by the Director of COUNTY's Mental Health Services, detailing

services provided.

C. CONTRACTOR shall maintain statistical records of services rendered and financed, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for four (4) years. Micro Fiched

D. All funds received by CONTRACTOR from COUNTY shall be used for and applied to the expenses and categories of expenses designated in Exhibit "A" attached hereto and incorporated herein, and for no other purposes.

3. Relationship of Parties. The relationship of COUNTY and CONTRACTOR is and shall be construed to be that CONTRACTOR is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is an employee, agent or contractor of CONTRACTOR an employee, agent or contractor of COUNTY, nor shall they be construed to be so.

4. Amendments. The body of this Agreement, together with the Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

5. Term. This Agreement shall commence on July 1st, 1975 and terminate June 30th, 1976.

6. Termination. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intention.

7. Community Services Systems Manual. CONTRACTOR agrees to comply with all of the provisions contained in the Community Services Systems Manual as outlined in Exhibit "A" attached hereto and incorporated herein.

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8. Other Agreements. This Agreement supersedes all other Agreements between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS
DEPUTY

(SEAL)

SUICIDE PREVENTION OF DAVIS

Original Signed

BY Patricia P. Allen
COORDINATOR AND DIRECTOR

MENTAL HEALTH SERVICES

BY C P Thomson
PROGRAM CHIEF

EXHIBIT A

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

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1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, ~~allowable costs, ability to pay and~~ billing and collection.

EXHIBIT "B"

CONTRACTOR shall maintain a 24-hour answering service staffed by trained listeners who provide help and offer useful alternatives for anyone tempted to suicide or suffering from feelings of despair, loneliness, alienation, or anxiety.

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CONTRACTOR shall also provide a ready contact between the community's highly disturbed citizens and the established helping agencies which are available to them.

Such services shall include, but not be limited to the following:

A. TELEPHONE SERVICE

1. Providing telephone service 24 hours per day, 365 days per year utilizing an answering service.

B. VOLUNTEER TRAINING

1. Annual 8-week series on suicide prevention and crisis intervention, with the help of community medical and mental health professionals.

2. Ongoing training during monthly meetings.

C. PUBLIC INFORMATION SERVICES

1. Annual public information series on suicide prevention and crisis intervention (coordinated with volunteer training).

2. Informational material dispensed through local newspapers and radio.

3. Speakers supplied to interested community, church, and service groups.

4. Rental of advertising space on U. C. buses.

5. Posters supplied to dorms and off-campus housing groups.

AGREEMENT NO. 75-313

(Agreement to Provide Transportation
for the Mentally Disordered)

THIS AGREEMENT executed this 6th day of October, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, a non-profit corporation, hereinafter designated as CONTRACTOR,

W I T N E S S E T H:

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RECITALS:

1. COUNTY desires to provide transportation services to certain patients of its Mental Health Services, hereinafter referred to as SERVICE.
2. CONTRACTOR has vehicles and drivers available to provide transportation services.
3. CONGRACTOR agrees to provide such services for COUNTY in the manner described herein under the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Services

   A. CONTRACTOR agrees to provide to COUNTY during the term of this Agreement round trip vehicular transportation for individuals designated by COUNTY. Said transportation shall be from each such individual's home to the Yolo County Sheltered Workshop, and return.

   B. CONTRACTOR agrees to comply with all licensing and permit requirements of the State of California or COUNTY, and to guarantee that all driver-employees of CONTRACTOR will obtain all licenses required by the State of California.

C. CONTRACTOR agrees to provide appropriate vehicles for the purposes hereindescribed, and to maintain same in a safe condition, complying with all State laws. If a vehicle is not safe or does not comply with State law, CONTRACTOR agrees to cease its use until the defect is corrected.

D. CONTRACTOR agrees to maintain books, records, documents, and other evidence, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times for inspection, review, or audit by COUNTY. Such records shall be maintained for at least four (4) years.

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E. CONTRACTOR hereby represents and acknowledges that it has applied for and been granted General Revenue Sharing Funds by COUNTY, and that said funds are not to be used or allocated in any way to offset the expenses for the services provided under the terms of this Agreement. All funds received by CONTRACTOR from COUNTY pursuant to this Agreement shall be used for and applied to the expenses incurred in the performance of this Agreement. CONTRACTOR agrees to separately account for the General Revenue Sharing Funds and the funds paid pursuant to this Agreement, and to employ accounting procedures approved by COUNTY's Auditor for this purpose.

2. Payments.

A. COUNTY shall pay CONTRACTOR for the transportation provided pursuant to Subparagraph "A" next above, at the rate of ten cents ($.10) per mile per individual based upon the shortest distance between points of departure and return.

B. The maximum payments from COUNTY to CONTRACTOR during the

term of this Agreement shall be a sum not to exceed FORTY-FIVE HUNDRED DOLLARS ($ 4,500). Such payments shall be made upon submission of a claim to COUNTY countersigned and approved by the Director of SERVICE setting forth a description of the services rendered.

3. Relationship of Parties. The relationship of COUNTY and CONTRACTOR is and shall be construed to be that CONTRACTOR is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor an employee of COUNTY, nor shall they be construed to be so.

Micro Fiched

4. Liability. CONTRACTOR shall purchase and maintain, for the duration of this Agreement, public liability insurance in the amount of $100,000 for bodily injury or death of one person, $350,000 bodily injury or death for more than one person per occurrence, $50,000 property damages and $400,000 total maximum coverage, specifically naming COUNTY as an insured for all purposes thereunder. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

5. Amendments. This writing Agreement, together with the Exhibit attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties, executing this Agreement or their successors in office.

6. Term. This Agreement shall commence on July 1, 1975 and shall terminate on June 30, 1976.

7. Termination. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intention to terminate, at the following addresses:

COUNTY:

Yolo County Mental Health Services
P. O. Box 1217
Woodland, California 95695

Micro Fiched

CONTRACTOR:

UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA
East Yolo Transportation
110 Sixth Street
Broderick, California 95605

8. Other Agreements. This Agreement supersedes any other Agreements, oral or in writing.

9. Community Services Systems Manual. CONTRACTOR agrees with all of the provisions contained in the Community Services Systems Manual as outlined inExhibit "A" attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, a non-profit corporation

BY Charles Jackson
PRESIDENT

BY _____

MENTAL HEALTH SERVICES

BY C P Thomson
PROGRAM CHIEF

Micro Fiched

EXHIBIT A

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

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3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin,or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD 2 (REV. 10/72)

Yolo County
Agreement No. 75-314

- ☐ CONTRACTOR
- ☐ STATE AGENCY
- ☐ DEPT. OF GEN. SER.
- ☐ CONTROLLER
- ☐
- ☐
- ☐

THIS AGREEMENT, made and entered into this 1st day of April, 1975, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Assistant Financial Management Branch	DEPARTMENT OF HEALTH	44-51049

hereafter called the State, and

YOLO COUNTY HEALTH DEPARTMENT

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The terms and conditions stated in Exhibits "A"(F), B, C, and D which are attached and made a part hereof, constitute the additional provisions of this agreement.

Approved as to form
CHARLES R. MOOR
COUNTY COUNSEL
BY [illegible]
YOLO COUNTY COUNSEL

Ordered filed 11-20-75
LAURIE ON P. [illegible], Clerk
By BARBARA A. RODGERS, Deputy

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The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: DEPARTMENT OF HEALTH	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): YOLO COUNTY HEALTH DEPARTMENT
BY (AUTHORIZED SIGNATURE): ► Samuel B. Yorke	BY (AUTHORIZED SIGNATURE): ► X Betsy A. Marchand
TITLE: Assistant Manager, Financial Management Branch	TITLE: CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA
(CONTINUED ON 2 SHEETS. EACH BEARING NAME OF CONTRACTOR)	ADDRESS: P.O. Box 1157, Woodland 95696

Do Not Write in This Space

Department of General Services
APPROVED
NOV 14 1975
By [signature]
Asst. Chief Counsel

Department of Finance
Budget Division

AMOUNT OF THIS ESTIMATE: $ 12,500	APPROPRIATION: H & S Code Sec. 109		FUND: Public Health Federal Funds	
UNENCUMBERED BALANCE: $	ITEM: ---	CHAPTER: ---	STATUTES: 1975	FISCAL YEAR: 1975-76
ADJ. INCREASING ENCUMBRANCE: $	FUNCTION: Operating Expenses & Equipment			
ADJ. DECREASING ENCUMBRANCE: $	LINE ITEM ALLOTMENT: 809-703-44-00			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER: ► Colin G. Crum			DATE: 10/17/75	

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY	DATE
► This agreement is not binding from Dept. of Finance approval.	

OSP

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

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5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED
OCT 30 1975
CHIEF COUNSEL
Department of General Services

STATE OF CALIFORNIA

DEPARTMENT OF HEALTH

ADDITIONAL PROVISIONS

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employement without regard to race, color, religion, sex or national origin.

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(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency Contracting Officer, advertising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevent orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) For work or services performed under this contract, no individual shall be paid wages or salary by contractor either (1) in excess of $18.75 per hour during any 24-hour period, or (2) more than $150.00 for any 24-hour period, out of funds payable by State to Contractor hereunder. Any reimbursement for necessary traveling expenses and per diems for food and lodging shall be at rates not to exceed those applicable to regular State employees under State Board of Control rules. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

(7) All equipment, material, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A–1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(8) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(9) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system as determined by the State.

(10) The Contractor shall account for funds provided hereunder in accordance with generally accepted accounting principles, including documents to support accounting record entries. Such records shall be maintained for a period of five years after termination of this contract and shall be available for inspection or audit, at reasonable times, by personnel authorized therefore by the State.

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(11) A final invoice and, if required by this contract, a final report shall be submitted by the contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(12) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

CONTRACTOR: Yolo County
CONTRACT #: 74-51049

VENEREAL DISEASE CONTROL PROJECT
April 1, 1975 - March 31, 1976

Exhibit B

1. The Contractor shall provide cultures for gonorrhea to 5,000 asymptomatic females of child-bearing age (15 - 44) as part of routine pelvic examinations given for reasons other than venereal disease in a variety of health delivery settings, both public and private. The facilities in which screening shall be carried out are listed in Exhibit D, entitled "Screening Site List", which is made a part hereof by this reference. Any deviation (additions or deletions) from this list must be mutually agreeable to both the Contractor and the State.

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2. The Contractor assures that follow-up and treatment shall be provided to all patients who are found to have positive cultures, and that U.S.P.H.S. and California Department of Health treatment recommendations shall be observed.

3. The Contractor assures that, except in cases where incubation and access to a laboratory are not readily available, Thayer-Martin culture medium shall be used; and that Transgrow medium shall be used where it is not possible to use Thayer-Martin medium in accordance with federal guidelines.

4. The State shall supply incubators, on a loan basis, which meet the specifications of the Contractor and which the State finds compatible with the needs of the program undertaken by the Contractor.

74-51049

5. The Contractor shall assume all financial responsibility for the maintenance and/or repair of equipment beyond warranty assigned to them as a part of this contract.

6. The Contractor shall require all participating clinics and physicians to report monthly, to the Contractor, the number of females cultured, the number positive, the number inconclusive and the number of positive patients treated. These records shall be submitted, by the Contractor, to the State on a monthly basis no later than fifteen (15) working days after the end of each month. The number of females cultured shall exclude a double count of females which have received test-of-cure and multiple site cultures. In addition, epi-treatments shall be excluded but reinfections and females returning for an examination after a three (3) month time period has elapsed shall be included. Inconclusive females shall include all cultures taken from females which, for some reason, do not yield sufficient evidence upon which to judge the female either positive or negative (e.g., overgrowth, destroyed or damaged plates, etc.).

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7. The Contractor agrees to discontinue charging the State for gonorrhea screening tests, which are provided by participating health providers producing positive screening results at a rate of one-percent or less for three consecutive months.

8. The Contractor assures that adequate and effective epidemiologic follow-up and control programs shall be implemented in Contractor's jurisdiction.

9. The attached Exhibit A(F) entitled "Additional Provisions", is made a part hereof by this reference.

74-51049

10. The budget for this project (hereinafter referred to as "Budget") is attached and marked Exhibit C and made a part hereof by this reference.

11. In consideration of the services performed by the Contractor in a manner acceptable to the State, the State shall pay the Contractor quarterly in arrears in accordance with the Budget for actual expenditures upon submission of an itemized invoice in quadruplicate stating the time period covered by said invoice and bearing the number of the Contract. The invoice is to be submitted under the letterhead of the Contractor and signed by the Health Officer or individual acting on his behalf. The number of females cultured each quarter and the cost per culture shall be specified on the invoice; the number of females cultured shall be in agreement with the accumulated total reported each month as required in Item 6 above.

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Invoices shall be submitted directly to the VD Control Unit, 555 Capitol Mall, Suite 345, Sacramento, California 95814, no later than fifteen (15) working days after the end of each quarter, to expedite payment of same. Final payment will be withheld pending the submission of all required reports to the State by the Contractor.

12. The period of this Contract shall be from April 1, 1975 through March 31, 1976.

13. This Contract is valid to the extent that the funds are made available by the National Department of Health Education and Welfare for purposes of this Contract. If monies are appropriated, the maximum payable under this Contract shall not exceed $12,500 for the period ending March 31, 1976.

14. The Contractor shall require all participating laboratories, within the Contractor's jurisdiction, to participate in training workshops and quality control programs which will be arranged by the Laboratory Services Program of the State Department of Health during the period of this Contract.

Contractor: Yolo
Contract #: 74-51049

EXHIBIT C

BUDGET

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OPERATING EXPENSES AND EQUIPMENT		
5,000 cultures @ $2.50 / cultures	$12,500	
Total Operating Expenses and Equipment	$12,500	$12,500
TOTAL BUDGET		$12,500

STATE OF CALIFORNIA—HEALTH AND WELFARE AGENCY

FORM (Rev 10)

California Department of Health
Health Protection System
Infectious Disease Section
Venereal Disease Control Unit
744 P Street
Sacramento, CA 95814

DEPARTMENT OF HEALTH

MONTHLY REPORT of FEMALES CULTURED under the GONORRHEA CONTROL PROJECT

EXHIBIT D

Contractor Yolo County

Contract # 74-51049

Month _____ 19__

	Name and Location of Screening Site	Type of Clinic*	Number Females Cultured	Number Females Positive	Number Females Inconclusive	Number Positive Females Treated
	YCHD Family Planning 10 Cottonwood Woodland, CA	HD, FP (1a)	250	15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
a.	YCHD Family Planning 10 Cottonwood Reculture	HD, FP (1a)		15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
	YCHD 350 "C" Street Broderick, CA	HD, FP (1a)	400	15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
b.	YCHD 350 "C" Street Broderick, CA Reculture	HD, FP (1a)		15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		Micro Fiched
	YCHD 350 "C" Street Broderick, CA	HD, Gen (1d)	50	15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
c.	YCHD 350 "C" Street Broderick, CA Reculture	HD, Gen (1d)		15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
	Yolo General Hospital 170 W. Beamer Woodland, CA	Hosp/FP (2a)	1300	15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
d.	Yolo General Hospital 170 W. Beamer Woodland, CA Reculture	Hosp/FP (2a)		15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
				15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		

*LEGEND

CD Cancer Detection
C/DC Correction or Detention Center
CHC Community Health Center
FC Free Clinic
FP Family Planning
GHC Group Health Clinic
HD County Health Department
Hosp Hospital
Mil Military
NS Not Specified
OB-GYN Obstetrics-Gynecology
PFP Private Family Planning Group
PMD Private Medical Doctor
Pren Prenatal
SHC Student Health Center

PM 139 (5/74)

STATE OF CALIFORNIA—HEALTH AND WELFARE AGENCY

DEPARTMENT OF HEALTH

FORWARD TO:
California Department of Health
Health Protection System
Infectious Disease Section
Venereal Disease Control Unit
744 P Street
Sacramento, CA 95814

MONTHLY REPORT of FEMALES CULTURED under the GONORRHEA CONTROL PROJECT

Contractor Yolo County

Contract # 84-51019

Month _____ 19__

	Name and Location of Screening Site	Type of Clinic*	Number Females Cultured	Number Females Positive	Number Females Inconclusive	Number Positive Females Treated
	Yolo General Hospital 170 W. Beamer Street Woodland, CA	Hosp Gen. (2d)	400	15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
a.	Yolo General Hospital 170 W. Beamer Street Woodland, CA Reculture	Hosp Gen. (2d)		15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
	Davis Community "Free" Clinic Quaker Church	CHC, Gen (4d)	900	15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
b.	Davis Community "Free" Clinic Quaker Church Reculture	CHC, Gen (4d)		15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		Micro Fiched
	Salud Clinic 530 "C" Street	CHC (4d)	500	15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
c.	Salud Clinic 530 "C" Street Reculture	CHC (4d)		15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
	Private Physicians Groups 635 Anderson Road Davis, CA	PMD (05)	1000	15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
d.	Private Physicians Groups 635 Anderson Road Davis, CA Reculture	PMD (05)		15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
				15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		

*LEGEND

CD Cancer Detection
C/DC Correction or Detention Center
CHC Community Health Center
FC Free Clinic
FP Family Planning
GHC Group Health Clinic
HD County Health Department
Hosp Hospital
Mil Military
NS Not Specified
OB-GYN Obstetrics-Gynecology
PFP Private Family Planning Group
PMD Private Medical Doctor
Pren Prenatal
SHC Student Health Center

PM 139 (5/74)

STATE OF CALIFORNIA—HEALTH AND WELFARE AGENCY

FORWARD TO:
California Department of Health
Health Protection System
Infectious Disease Section
Venereal Disease Control Unit
744 P Street
Sacramento, CA 95814

MONTHLY REPORT of FEMALES CULTURED under the GONORRHEA CONTROL PROJECT

EXHIBIT D

DEPARTMENT OF HEALTH

Contractor Yolo County

Contract # 34-51049

Month _____ 19__

Name and Location of Screening Site	Type of Clinic*	Number Females Cultured	Number Females Positive	Number Females Inconclusive	Number Positive Females Treated
Regional Rural Health 313 N. Fourth Street Woodland, CA	Ind Screen (10)	100	15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
Regional Rural Health 313 N. Fourth Street Woodland, CA Reculture	Ind Screen (10)		15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
Juvenile Hall	C/DC (12)	100	15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
Juvenile Hall Reculture	C/DC (12)		15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		Micro Fiched
			15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
Reculture			15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
			15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
Reculture			15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35& over ____ TOTAL ____		
			15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		

*LEGEND

CD	Cancer Detection	Mil	Military
C/DC	Correction or Detention Center	NS	Not Specified
CHC	Community Health Center	OB-GYN	Obstetrics-Gynecology
FC	Free Clinic	PFP	Private Family Planning Group
FP	Family Planning	PMD	Private Medical Doctor
GHC	Group Health Clinic	Pren	Prenatal
HD	County Health Department	SHC	Student Health Center
Hosp	Hospital		

139 (5/74)

STATE OF CALIFORNIA—HEALTH AND WELFARE AGENCY

FORWARD TO:
California Department of Health
Health Protection System
Infectious Disease Section
Venereal Disease Control Unit
744 P Street
Sacramento, CA 95814

DEPARTMENT OF HEALTH

MONTHLY REPORT of FEMALES CULTURED under the GONORRHEA CONTROL PROJECT

Contractor: Yolo County

Contract #: 74-51049

Month: _____ 19____

Name and Location of Screening Site	Type of Clinic*	Number Females Cultured	Number Females Positive	Number Females Inconclusive	Number Positive Females Treated
			15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
			15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
			15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
			15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		Micro Fiched
Total: Initial GC Screening Cultures		5,000	15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
Total: Reculture; GC Screening			15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
Total: VD Clinic Recultures			15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		
Grand Total GC Screening			15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 &over ____ TOTAL ____		
Totals for Female VD Clinic Reporting			15-19 ____ 20-24 ____ 25-29 ____ 30-34 ____ 35 & over ____ TOTAL ____		

*LEGEND

CD	Cancer Detection	Mil	Military
C/DC	Correction or Detention Center	NS	Not Specified
CHC	Community Health Center	OB-GYN	Obstetrics-Gynecology
FC	Free Clinic	PFP	Private Family Planning Group
FP	Family Planning	PMD	Private Medical Doctor
GHC	Group Health Clinic	Pren	Prenatal
HD	County Health Department	SHC	Student Health Center
Hosp	Hospital		

M 139 (5/74)

FORM F-35
ORIGINAL (White)—To Lessor
DUPLICATE (Blue)—To Lessor
TRIPLICATE (Yellow)—To Department of Finance

AGREEMENT NO. 75-315

AGREEMENT No. 3-75

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 1st day of September, 19 75

at Woodland, California, by and between the 40th

District Agricultural Association, a State institution, hereinafter called the LESSOR, and

Sheriff's Department of Yolo County, hereinafter called the LESSEE:

Micro Fiched

WITNESSETH

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE and LESSEE hires that certain

property in the City of Woodland, County of Yolo, State of California, described as:

Security Building, located on the grounds of the 40th District Agricultural Association, in Woodland

RECEIVED
FEB - 9 1976
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
FEB - 9 1976
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

Department of General Services
APPROVED
FEB 2 1976
BY [signature]
Ass't. Chief Counsel

for the term of 4 months commencing on the 1st day of September,

19 75, and ending on the 31st day of December, 19 75, with the right of termination as hereinafter set forth, at the total rental of Five Hundred Dollars, payable to the LESSOR

lump sum payment

in lawful money of the United States, in ~~monthly installments~~ of $500.00, in advance, on the /////

day of each and every month, excepting that receipt is hereby acknowledged by the LESSOR of the sum of $ /////

from the LESSEE, in payment for the first and last month's rental under this lease. All rental payments shall be delivered to

the office of the 40th District Agricultural Association at Woodland,

, California, on or before the ///// day of each month.

LESSEE hereby covenants and agrees as follows:

1st: To pay LESSOR said rent as hereinbefore provided, and in addition thereto, to pay, charges for

accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only:

Training Sub Station

3rd: Not to commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease shall be subject to termination by either party at any time during the term hereof by giving the other party

notice in writing at least Thirty days next prior to the date when such termination shall become effective. In the event of such termination any unearned rental paid by LESSEE shall be returned to LESSEE.

5th: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the LESSEE at P.O. Box 179, Woodland, California 95695

P.O. Box 826, Woodland, California 95695 and to the LESSOR at

The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

6th: Not to assign or sublet this lease and not to make or suffer any alteration to be made in or on said premises, without the written consent of the LESSOR.

7th: To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

8th: To pay LESSOR all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LESSOR to recover any rent and/or other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

9th: If any rent and/or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, LESSOR may, at his option, at any time after such default or breach, and without any demand on or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.

10th: At the expiration of said term, or any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th: Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

12th: LESSEE specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

"1941. *Obligations of Lessor.* The Lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenantable, except such as are mentioned in section nineteen hundred and twenty-nine."

13th: LESSEE specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

"1942. If within a reasonable time after notice to the lessor, of dilapidations which he ought to repair, he neglects to do so, the lessee may repair the same himself, where the cost of such repairs does not require an expenditure greater than one month's rent of the premises, and deduct the expenses of such repairs from the rent, or the lessee may vacate the premises, in which case he shall be discharged from further payment of rent, or performance of other conditions."

14th: LESSOR is not required to keep hereinbefore described property insured against fire, and LESSEE will make no claim of any nature against LESSOR by reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

40th DISTRICT AGRICULTURAL ASSOCIATION
LESSOR

By _____

Secretary-Manager
TITLE

By _____
TITLE

SHERIFF'S DEPARTMENT OF YOLO COUNTY
LESSEE

By James W Cameron

Sheriff
TITLE

COUNTY OF YOLO

Betsey A. Marchand

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Memo for fair management:

1. Resolution by the Board of Directors must accompany lease agreement to the Fairs and Expositions Division.
2. Submit four copies of the agreement for Department of General Services approval.
3. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used and initialed by both parties.

Approved DEPARTMENT OF FOOD AND AGRICULTURE
"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance."
By _____ Date _____

CHIEF, DIVISION OF FAIRS & EXPOSITIONS

Micro Fiche

BS

AGREEMENT NO.75-316

FILED
OCT - 6 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING DELTA ADVISORY PLANNING COUNCIL

That joint exercise of powers agreement entered into by the Counties of Contra Costa, Sacramento, San Joaquin, Solano, and Yolo, which became effective on October 2, 1972, is hereby amended as follows:

9. Quorums. A quorum of the Council for all purposes shall be ~~eleven (11) members~~ *a majority of those members then appointed. If appointments are evenly numbered, a quorum shall be one-half of the membership.*

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10. Voting. In all matters involving policy, personnel, or fiscal activities, the action of the Council shall be based on the affirmative vote of not less than ~~eleven (11) members~~ *a majority of those members then appointed. If appointments are evenly numbered, the action of the Council shall be based on affirmative vote of not less than one-half of the members then appointed.*

11. Operating Budget and Method of Assessment. ...~~Prior to the adoption of the budget by the governing body of the majority of the signatory counties shall approve the annual budget~~. *After adoption of the budget and work program by the Council, a copy shall be sent to the Chairman of the Board of Supervisors of each signatory county for information. Any comments or directives by a Board shall be placed on the next agenda of the Council for discussion and reaction.*

14. Planning Assistance Contract. The Council shall contract with one of the COG's *or one of the signatory counties* defined in paragraph two for all staff assistance ...

15. Technical Advisory Committee. ...the Technical Advisory Committee shall be comprised of the following or their designated representatives: ...

~~(g) One representative from the staff of the Delta Water Agency.~~

(g) One representative from each staff of the North Delta Water Agency, the Central Delta Water Agency, the South Delta Water Agency, and the Contra Costa Water District.

XEROX COPY

APPROVAL OF THE DELTA ADVISORY PLANNING COUNCIL

The amendments to this agreement shall become effective when approved by all the Boards of Supervisors of the signatory counties.

Micro Fiched

Dated: June 13, 1975

By _____
Chairman of the Delta Advisory Planning Council

ATTEST: _____
Secretary and Program Manager of the Delta Advisory Planning Council

APPROVAL OF THE SIGNATORY COUNTIES

Dated: October 6, 1975

Micro Fiched

By: Betsy A. Marchand
Chairman of the Board of
Supervisors for the
County of

ATTEST: LAURENCE P. HENIGAN
Clerk of the Board of
Supervisors of the
County of
BY Barbara A Rodgers Deputy

FILED
OCT 16 1975
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 75-317

EXTENSION AND MODIFICATION OF LEASE

THIS AGREEMENT made and entered into this 6th day of October 1975 by and between G. W. WILLIAMS CO., a California corporation, hereinafter referred to as "LESSOR", and COUNTY OF YOLO, hereinafter referred to as "LESSEE".

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W I T N E S S E T H:

THAT WHEREAS, by indenture of lease dated March 17, 1975, by and between LESSOR and LESSEE, LESSOR leased and demised unto LESSEE for the purpose of operating a Welfare and Public Defender's Office, the following described property situate in the City of Broderick, County of Yolo, State of California, to-wit:

> Approximately 8,288 square feet of office space within the Riverbend Shopping Center, more commonly known and designated as 922 Sacramento Avenue; and

WHEREAS, it is the desire of LESSOR and LESSEE to correct certain errors in and with respect to Paragraphs Six (6) and Thirty (30) of said indenture of Lease to more accurately reflect the agreement between the parties; and

WHEREAS, it is the desire of LESSOR and LESSEE to extend the term of said Lease for a further term of five (5) years; and

WHEREAS, LESSOR and LESSEE have agreed to the amount of rent which LESSEE shall pay to LESSOR during the extended term; and

WHEREAS, LESSOR and LESSEE have agreed that certain additional improvements shall be made in and with respect to the said premises; and

WHEREAS, LESSOR and LESSEE have agreed to certain additional responsibilities, covenants and conditions with respect to the installation of said additional improvements, and the respective responsibilities for the payment of same.

Micro Fiched

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter contained, the parties hereto hereby agree as follows, to-wit:

1. Paragraph Six (6) of the said indenture of lease is hereby modified to contain the following additional provision; to-wit:

> "During the first five (5) years of this Lease, the rentals described in this Paragraph Six (6) are subject to the adjustments which may occur under the provisions of Paragraph Thirty (30), hereinbelow."

2. Paragraph 30 of the said indenture of Lease is hereby changed to read as follows:

> "30. On April 1, 1977, the minimum rental as set forth in Paragraph Six (6) herein shall be adjusted upward for the ensuing twenty-four (24) months in the same percentage proportion that the Consumer Price Index of the Bureau of Labor Statistics of the U. S. Department of Labor -- All Items -- 1967 = 100 for the San Francisco-Oakland Bay Area, for the month of December, 1976 shall have increased over the Price Index for December, 1975.
>
> On April 1, 1979, the rental as established on April 1, 1977 shall be adjusted upward for the ensuing twelve (12) months in the same percentage proportion that the Consumer Price Index of the Bureau of Labor Statistics of the U. S. Department of Labor -- All Items -- 1967 = 100 for the San Francisco-Oakland Bay Area, for the month of December,

INITIAL

1978 shall have increased over the Price Index for December 1977."

3. LESSOR and LESSEE further agree that the said indenture of Lease shall be and is hereby extended for a period of five (5) years commencing April 1, 1980, and ending March 31, 1985.

4. LESSOR and LESSEE further agree that the rent for this five-year extension of Lease shall be determined as follows:

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On April 1, 1980 the rental as established on April 1, 1979 in accordance with Paragraph Thirty (30) of the said indenture of Lease shall be adjusted upward for the ensuing twelve (12) months in the same percentage proportion that the Consumer Price Index of the Bureau of Labor Statistics of the U. S. Department of Labor -- All Items -- 1967 = 100 for the San Francisco-Oakland Bay Area for the month of December 1979 shall have increased over the Price Index for the month of December 1978. Thereafter, on each April 1st throughout the balance of this extension of Lease, the most recent monthly rental as paid by LESSEE shall be adjusted upward for each ensuing twelve (12) months in the same percentage proportion that the said Price Index for the previous month of December shall have increased over the Price Index for the month of December one (1) year antecedent.

5. LESSOR and LESSEE further agree as follows:

a. Pursuant to Paragraph 38 of the said indenture of Lease, LESSEE has submitted certain plans and

INITIAL

specifications prepared by Schaefer & Wirth dated September 15, 1975 for interior remodeling at LESSEE's sole cost and expense, which plans and specifications are hereby approved by LESSOR. Any and all interior partitions or other related improvements installed by LESSEE shall be removed by LESSEE at the expiration of this extension of Lease at LESSEE's sole cost and expense.

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b. Notwithstanding the provisions of Paragraph Twelve (12) of the said indenture of Lease, LESSEE shall not be required to remove the front restrooms upon the termination of this extension of Lease.

c. Notwithstanding the provisions of Paragraph 36 of the said indenture of Lease, LESSOR shall not be required to provide heating or air conditioning to the 1,539 square feet of floor space located in the northeast corner of the demised premises comprising the Receiving Distribution Section, the Storage Section, the Conference Room, the Staff Lounge and the Men's and Women's Rooms as shown on the floor plan referred to in Paragraph 5 a, hereinabove. LESSOR shall be required to participate in providing air conditioning and heating for the remaining 6,749 square feet of floor space, using existing duct work, by paying to LESSEE the lump sum of EIGHT THOUSAND FIVE HUNDRED AND THIRTY-FIVE DOLLARS ($8,535.00) upon the receipt of paid invoices evidencing that the equipment has been installed and is performing satisfactorily. Any additional heating or air conditioning required by LESSEE shall be provided and paid for by LESSEE. Any and all air

INITIAL

conditioning or heating equipment and duct work installed, now or hereafter, shall become part of the realty, and be the property of LESSOR and shall remain upon and be surrendered with the premises.

6. LESSOR and LESSEE hereby covenant and agree that during the extended term LESSOR and LESSEE shall perform and be bound by all of the covenants and conditions contained in said indenture of lease dated March 17, 1975, insofar as they are consistent with the provisions of this Agreement, it being agreed between the parties hereto that a further extension or renewal beyond the termination date of this extension is not hereby granted.

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7. The said indenture of Lease is modified in the above particulars only and all other provisions thereof, insofar as they are consistent herewith, shall remain binding and in full force and effect. The above modifications shall henceforth be considered a part of said indenture of Lease as if fully and completely written therein.

IN WITNESS WHEREOF the parties hereto have executed this Modification of Lease the day and year first above written.

LESSOR:

G. W. WILLIAMS CO.

By: George W. Williams, III
George W. Williams, III
President

LESSEE:

COUNTY OF YOLO

By: Betsy A. Marchand
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

FILED

OCT 1 3 1975

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS Deputy

AGREEMENT NO. 75-318

(Contract for Juvenile Court Referee)

THIS AGREEMENT made and entered into this 13th day of October, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and JAMES F. ROACH, hereinafter referred to as REFEREE,

Micro Fiched

W I T N E S S E T H:

1. RECITALS:

A. REFEREE is a duly qualified and licensed attorney in the State of California.

B. Pursuant to Government Code § 31000, COUNTY desires to retain reference services as a one-half time Juvenile Court Referee under the administrative direction of the Judge of the Juvenile Court.

2. AGREEMENTS:

A. IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, REFEREE agrees to provide services within the scope of his legal training as follows:

1) SERVICES:

a. To hear such cases as are assigned to him by the presiding Judge of the Juvenile Court, with the same powers as the Judge of the Juvenile Court.

b. To conduct preliminary and detention hearings to determine if minors come within the jurisdiction of the Juvenile Court and to order the release or detention of the minors as required by law.

c. To instruct the parties and witnesses to

juvenile actions as to their rights.

d. To hear the testimony of witnesses, rule on objections to evidence, determine factual and legal questions, and prepare findings and orders regarding the disposition of cases.

e. To appoint legal counsel for juveniles.

Micro Fiche

f. To make findings of fact and take custody of juveniles when it is of immediate necessity for the protection of the juvenile and to prescribe and order treatment programs for juveniles including foster home placement and commitment to county and state institutions.

g. To order and direct probation officers to supervise treatment programs when juveniles are declared wards of the court and to order medical, dental or other care, and to further authorize funds for such treatment programs.

2) EXTENT OF SERVICES: REFEREE agrees to devote one-half time but no more than one-half time to the performance of his duties under the provisions of this contract.

a. One-half time shall equal twenty (20) hours per week.

b. In the event that the Judge of the Juvenile Court fails to assign to REFEREE sufficient work to occupy him one-half time, then COUNTY agrees to pay REFEREE his full monthly salary irrespective of the actual number of hours worked.

B. IN CONSIDERATION OF THE COVENANTS OF REFEREE herein, COUNTY agrees to pay REFEREE $1,650 per month.

C. IT IS MUTUALLY AGREED AS FOLLOWS:

1. This agreement shall commence on July 1, 1975, and shall continue at the pleasure of the Judge of the Juvenile Court.

Micro Fiched

2. In performance of the work, duties and obligations devolving upon him under this agreement, REFEREE is at all times acting and performing as an independent contractor practicing his profession of Juvenile Court Referee. COUNTY shall not have nor exercise any control or direction over the methods by which REFEREE shall perform his work and functions except that REFEREE does, by this agreement, agree to perform his work and functions at all times in strict accordance with the currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

3. No alterations or variations in the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

APPROVED:

Presiding Judge of the Juvenile Court

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

COUNTY OF YOLO, a political subdivision of the State of California.

BY _____
CHAIRMAN, BOARD OF SUPERVISORS

_____
JAMES P. RONCH
JUVENILE COURT REFEREE

Book

YOLO COUNTY AGREEMENT NO. 75-319

FILED

JAN

LAURENCE P. HENSON, Clerk

By Richard A. [illegible] Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the County of Solano, through its Board of Supervisors, hereinafter called "Training Agency," and County of Yolo, through its Board of Supervisors, hereinafter called "Supporting Agency."

Micro Fiched

WITNESSETH:

WHEREAS, the Solano County Personnel Department has established the Solano County Management Development center, hereinafter called "Center;" and

WHEREAS, it would be of benefit to the Supporting Agency to avail itself of the training and services provided by the Center in order to avoid duplication of expenditures for staff, equipment and curriculum;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code (§§ 6500 et seq.), Joint Exercise of Powers, and is for the purpose of providing for the maximum utilization and joint usage of certain staff, equipment, and curriculum, to be accomplished in the manner herein provided.

2. The Center shall provide training programs to develop and improve the knowledge, abilities, skills and attitudes of supervisory, managerial, persons designated as potential managers and/or supervisors of Supporting Agency.

3. The Center shall conduct these programs through workshops, seminars, and courses held in locations throughout Solano, Napa, and Yolo Counties, to be determined by the head of the Center.

4. The Center shall be under the direction of the

Solano County Personnel Director, with the assistance of an advisory committee composed of one representative from each Supporting Agency.

5. Each program will be conducted by the staff of the Center or approved instructors to be designated by the Center.

6. College and/or university credit will be offered in conjunction with the programs, to the participants, whenever feasible.

Micro Fiched

7. Priorities for enrollment in the various programs offered by the Center will be based primarily on a ratio of each Supporting Agency's total staff to the total staff of all participating Supporting Agencies and, thereafter, upon participants involved in upward mobility and affirmative action programs.

8. Training Agency shall establish a separate fund for the deposit of money paid by all parties to this agreement. All expenses of the program associated with the operation of the Center, shall be proper charges against this fund for said operation.

Training Agency shall maintain a strict accountability of all income and expenses pertaining to this agreement. The accounting records shall be available for inspection by Supporting Agencies at any time during normal business hours.

9. At the termination of this agreement, any property acquired by Training Agency or the Center from funds provided by parties hereto, shall be divided on the following basis: On a prorata basis determined by the ratio of the total contribution of each party to the program total.

10. At the termination of this Agreement, any surplus funds in the possession of Training Agency shall be divided based on the same formula as provided in paragraph 9 above.

11. The public officer who shall have charge of, handle, or have access to the property utilized for purposes of this

joint powers agreement shall be the Solano County Auditor-Controller. The statutory bond required of said officer for the performance of his regular duties shall be sufficient for the purposes of this Agreement.

12. This Agreement shall be effective from October 15, 1975, to October 14, 1976.

Micro Fiched

13. The Supporting Agencies shall pay the Training Agency the sum of Seven Thousand-Six Hundred and Eighty-One Dollars, ($ 7,681.00) for these services for the period of October 15, 1975 to October 15, 1976. Actual payment shall be made on or before January 1, 1976.

14. Training Agency shall provide all staff and materials for the Center.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under their hands and seals this 13th day of October, 1975.

COUNTY OF SOLANO, a political subdivision of the State of California

By Richard Brann
RICHARD BRANN, Chairman of the Board of Supervisors

ATTEST:

NEIL CRAWFORD, County Clerk and ex officio Clerk of the Board of Supervisors,

By Garland H. Dunham
Deputy Clerk

Betsy A. Marchand
BETSY A. MARCHAND, Chairman of the Board of Supervisors

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK, Ex-Officio Clerk of the Board of Supervisors

BY Ida E. Lucas Deputy Clerk

APPROVED AS TO FORM
DATED
CHARLES [illegible] (Signed Original)
County Counsel of Yolo County

SACRAMENTO-YOLO MANPOWER AGENCY
SUB-GRANT APPLICATION
SUB-GRANTEE SIGNATURE SHEET
CETA TITLE II AGREEMENT
AGREEMENT NO. 75-320

LAURENCE P. HENIGAN, Clerk
By ..... Deputy

LAURENCE P. HENIGAN, Clerk
By Paula C. Corral Deputy

Sub-Grantee Name
Legal Aid Society of Sacramento

Address
517 Second Street

City
Woodland, CA 95695

Phone:
662-1065

Program Director
Roger Warren, Executive Director

Micro Fiched

1. Amount of funds allocated per this sub-grant is $ 5,358.

2. Grant period begins October 15, 1975 and ends June 30, 1976.

Legal Aid Society of Sacramento County, Inc.
(Legal Name of Sub-Grantee)

X ..... Roger K. Warren
(Signature of Authorized Officer)

Roger K. Warren, Executive Director
(Typed Name & Title of Authorized Officer)

County of Yolo as Program Agent of the Sacramento-Yolo Manpower Agency

Betsy A. Marchand

BETSY A. MARCHAND, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY ..... DEPUTY

SY-52

(SEAL)

AGREEMENT NO. 75-320

(CETA TITLE II AGREEMENT)

THIS AGREEMENT made and entered into this 13th day of October, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the Legal Aid Society of Sacramento, hereinafter referred to as SUBGRANTEE,

Micro Fiched

W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PROGRAM AGENT and SUBGRANTEE. This subgrant agreement consists of the following:
   A. This Agreement.
   B. Signature sheet.
   C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
   D. PROGRAM AGENT's Narrative, attached hereto as Exhibit "B" herein.
   E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PROGRAM AGENT perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PROGRAM AGENT shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
   A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

D. On or before a date specified each month by the County Auditor of Yolo County, SUBGRANTEE shall submit a claim to the Auditor of PROGRAM AGENT setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PROGRAM AGENT in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PROGRAM AGENT.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PROGRAM AGENT to its own agents or employees.

D. The Auditor of PROGRAM AGENT shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PROGRAM AGENT by the JOINT POWERS AGENCY, composed of the City of Sacramento, the County of Sacramento, and the County of Yolo, known as SACRAMENTO-YOLO MANPOWER AGENCY, a joint powers agency.

F. PROGRAM AGENT reserves the right to withhold payment for costs incurred by SUBGRANTEE when PROGRAM AGENT determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance

of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PROGRAM AGENT and SUBGRANTEE, PROGRAM AGENT shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PROGRAM AGENT. Micro Fiched

5. TERMINATION.

A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the U. S. Department of Labor under which this Agreement is made is terminated by the said JOINT POWERS AGENCY, PROGRAM AGENT shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the U. S. Department of Labor to the grant under which this agreement is made, SUBGRANTEE shall terminate this Agreement by giving written notice to PROGRAM AGENT signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by SUBGRANTEE under this Agreement shall, at the option of PROGRAM AGENT, become property of PROGRAM

AGENT and SUBGRANTEE shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the agreement. Notwithstanding the above, the SUBGRANTEE shall not be relieved of liability to PROGRAM AGENT for damages sustained by PROGRAM AGENT by virtue of any breach of the agreement by SUBGRANTEE and PROGRAM AGENT may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PROGRAM AGENT from SUBGRANTEE is agreed upon or otherwise determined.

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B. For Convenience. PROGRAM AGENT may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph A hereof shall, at the option of PROGRAM AGENT, become its property. If the Agreement is terminated by PROGRAM AGENT as provided herein, SUBGRANTEE will be paid an amount which bears the same ratio to the total compensation as the services actually perform bear to the total services of the SUBGRANTEE covered by this Agreement, less payments of compensation previously made: Provided, however, that if less than 60 percent of the services covered by this Agreement have been performed upon the effective date of such termination, the SUBGRANTEE shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the SUBGRANTEE during the Agreement Period which are directly attributable to the uncompleted portion of the services

covered by this Agreement. If this Agreement is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingency fee. For breach or violation of this covenant, PROGRAM AGENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances, and codes of the State of California and local governments.

8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and defend PROGRAM AGENT, its officers, employees and agents from and against all claims, losses, liabilities, or damages, including attorney fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent act or omission of SUBGRANTEE or anyone directly or indirectly employed by SUBGRANTEE, regardless of whether or not it is caused in part by a party indemnified hereunder.

9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. SUBGRANTEE will not include

copyrighted matter in the material furnished under this Agreement without written permission from the copyright owner.

10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBGRANTEE further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE develops any systems analysis products, models, electronic data processing systems, software and related services, SUBGRANTEE agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of PROGRAM AGENT, and may be used as PROGRAM AGENT sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto.

That SUBGRANTEE shall not be entitled to any benefits available to employees of PROGRAM AGENT. That PROGRAM AGENT is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PROGRAM AGENT harmless from any and all claims that may be made against PROGRAM AGENT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PROGRAM AGENT merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

C. If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of said SUBGRANTEE. All terms of employment of said persons, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by said SUBGRANTEE, and PROGRAM AGENT shall have no right or authority over said persons or the terms of such employment.

D. SUBGRANTEE, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as an employer under the Federal Insurance Contributions Act, Federal Social Security Acts, or any other Federal or State laws or acts which in any way

affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, or other taxes or penalties arising or levied by reason of the employment of such persons employed by it. PROGRAM AGENT shall not be liable for any workmen's compensation or other benefits accruing under any Federal or State law or acts to any persons employed by the said SUBGRANTEE under this Agreement, but such liability, if any, shall be exclusively that of SUBGRANTEE.

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15. PERSONNEL.

A. SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any individual contractual relationship with PROGRAM AGENT.

B. All of the services required hereunder will be performed by SUBGRANTEE or under his supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under State and local law to perform such services.

C. None of the work or services covered by this Agreement shall be sub-contracted without the prior written approval of PROGRAM AGENT.

16. ASSIGNMENTS. Without the written consent of PROGRAM AGENT, this agreement is not assignable by SUBGRANTEE either in whole or in part.

17. ALTERATIONS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. WAIVER. The waiver by PROGRAM AGENT of any default, breach or condition precedent shall not be construed as a waiver on the part of PROGRAM AGENT of any other default, breach or

condition precedent, or any other right hereunder.

19. SUCCESSORS. This Agreement shall bind and inure to the successors in interest of PROGRAM AGENT and SUBGRANTEE in the same manner as if such party had been expressly named herein.

20. TIME. Time is the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year hereinabove set forth.

PROGRAM AGENT -

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COUNTY OF YOLO, a political subdivision of the State of California

BY Bobby A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

SUBGRANTEE
Legal Aid Society of Sacramento Co., Inc.

X BY: Roger K. Warren
Roger K. Warren, Executive Director

October 15, 1975

POSITION LISTING

CETA TITLE II

Legal Aid Society of Sacramento

	Position	Wages & Benefits 10/15/75 - 6/30/76
One	Legal Stenographer	$ 5,358
One	TOTAL AMOUNT THIS CONTRACT	$ 5,358

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A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following methods:

1. Placement of job orders with the local office of the Employment Development Department (EDD). In order to insure special consideration for veterans, all job vacancies under Title II, except those to which former employees are being recalled, must be listed with EDD at least 48 hours before such vacancies are filled.

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2. Preparation of job announcements which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland Concilio, and Veterans Service Office.
3. Placement of ads or articles in local newspapers.

The selection of participants shall be based primarily on application review and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not be required. In some agencies an applicant prior to employment will have to pass a physical examination which shall be paid for by the agency.

The eligibility of participants will be determined by a review of their employment application, certification sheet regarding residency and employment, verification of their driver's license, and questions asked at the time of the oral interview.

B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

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C. Training and Supportive Services

All possible in-service training and job related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

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At such times as participants are absorbed into non-subsidized or regular employment, replacement personnel for the CETA program, whenever possible, shall be recruited from other Manpower programs and other priority categories established in CETA.

Other Manpower programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance.

The Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants and also for those who may have to be counselled for emotional problems which developed after an individual started work. Should participants have health ailments which might become an obstacle to regular attendance on the job they will be referred to the County Health Department.

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Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Educational Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of

courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

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It is recognized that in some cases CETA participants may encounter difficulty in meeting certain work standards required by an agency. This is especially true of those who are trying to make the transition from welfare rolls to payrolls. Supportive services in terms of limited financial aid shall be provided based upon the merits of the individual case for overcoming such obstacles as: day care, car repairs, transportation, clothing, minor medical needs, tuition, books and tools (when their possession is a condition of employment).

Financial arrangements shall not be made until all facts have been reviewed and it is determined that the CETA participant would be obliged to drop out of the program unless cash assistance is made available. Continuing supportive services will be given to participants who are recipients of public assistance to assure that family functioning is sufficient to meet the family goal. The Manpower Coordinator or his representative will be available to offer necessary

counselling to those who may experience difficulties.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

(1) Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional

positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

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It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields. The following turnover records of one of the largest agencies are provided to illustrate:

Classification	Per Cent Turnover-1971
Typist Clerk II	25.0%
Probation Officer I and II	13.6%

(2) Information is provided (Exhibit B) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants.

it consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Micro Fiched Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

(3) As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator shall be contacted at this time to ascertain through EDD and other resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator shall assist the CETA participant to make contact with a potential employer through the services of EDD.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator

County Executive Office

Room 202, Courthouse, Woodland

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which is the authority for the Title II program you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are both entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up into what is called a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If this is the case or in the event you do not have the educational level, such as a high school education, necessary to promotion, you may take classes through the local adult education system.

If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

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Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, contact me, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

TO: Title II Sub Agents

FROM: Manpower Coordinator

Provisions of CETA, the authority for the Title II Program, are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees on the county payroll.

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In order to meet the provisions of the Comprehensive Employment and Training Act which is the authority for the Title II program, there are certain responsibilities each of us who are involved have to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a

person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to

EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

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A. General Assurances

1. The grantee assures and certifies that:

   a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973 (P.L. 93-203, 87 Stat. 839), hereafter referred to as the Act, and with the regulations and policies promulgated thereunder; and

   b. It will comply with OMB Circulars numbers A-87, A-95, and A-102, as those circulars relate to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents under the Comprehensive Employment and Training Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Assistant Regional Director for Manpower (ARDM) within 30 days after promulgation of the amendments or revision that it cannot so conform, so that the ARDM may terminate the grant.

3. In addition to the requirements of 1. and 2. above, and consistent with the regulations issued pursuant to the Act, all applicants make the following further assurances and certifications:

   a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;

   b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the ground of race, color, sex, or national origin,

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be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.

   c. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.

   d. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

   e. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

   f. The program under the Act does not involve political activities.

   g. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

   h. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant.

   i. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant

for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs. (Sec. 603(1), 612)

j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. (Sec. 603(3))

k. Appropriate standards for health and safety in work and training situations will be maintained. (Sec. 603(5))

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant. (Sec. 603(4))

m. Appropriate workman's compensation protection will be provided to all participants. (Sec. 603(6))

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. (Sec. 603(7))

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation. (Sec. 603(8))

p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient. (Sec. 603(9), 105(a)(6))

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment. (Sec. 603(10))

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r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the prime sponsor's grant. (Sec. 603(11))

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities. (Sec. 603(12), 311(c))

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants. (Sec. 603(13))

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds. (Sec. 603(14))

v. The program makes appropriate provision for the manpower needs of youth in the area served. (Sec. 603(15)), and will assure that

(1) Individuals receiving training on the job shall be compensated by the employer of such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law. (Sec. 111(b))

(2) Persons employed in public service jobs under this Act shall be paid wages which shall not

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be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if section 6(a)(1) of such title applies to the participant and if he were not exempt under section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer. (Sec. 208(a)(2))

w. It will comply with the labor standards requirements set out in section 606 of the Act.

x. It will comply with all requirements imposed by the Department of Labor concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant. (Sec. 105(a)(1)(D)) (Sec. 205 (c)(1))

4. The applicant further assures and certifies that neither it nor any other units planned for participation in the project are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

8. assure that periodic review procedures established pursuant to section 207(a) of the Act will be complied with; (Sec. 205(c)(17))

9. assure that agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of Title II to assist; (Sec. 205(c)(18))

10. assure that, where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, and (3) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields; (Sec. 205 (c)(19))

11. assure that all persons employed under any program, other than necessary technical, supervisory, and administrative personnel, will be selected from among unemployed and underemployed persons; (Sec. 205(c)(20))

12. assure that the program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including civil service requirements which restrict employment opportunities for the disadvantaged; (Sec. 205(c)(21))

Micro Fiched

13. assure that not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances; (Sec. 205(c)(22))

14. assure that jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies; (Sec. 205 (c)(23))

15. assure that the jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with; (Sec. 205(c)(24))

16. assure that jobs are in addition to those that would be funded by the sponsor in the absence of assistance under this Act.

BK

FILED

OCT 17 1975

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

AGREEMENT NO. 75-321

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of October, 19 75, by and between Micro Fiched

Alestra Concrete & Masonry, Inc.,

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Curb, Gutter, and Sidewalk Repair Project No. 1 in the West Sacramento area.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

XEROX COPY

The work to be done is described and included in a book of Plans, Specifications and Special Provisions, entitled County of Yolo, Department of Public Works,

Curb, Gutter, and Sidewalk Repair Project No. 1

Micro Fiched

(Plan Index No.) (WO # 3106)

Approved (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within Forty-five (45) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Figures (In Figures)	Total Price (In Figures)
1	Roll Curb	258.2 L.F.	$ 7.00	$ 1,807.40
2	Vertical Curb (A2-6)	617.0 L.F.	$ 7.50	$ 4,627.50
3	Sidewalk	5644.5 S.F.	$ 2.00	$ 11,289.00
4	Residential Driveway	240.0 S.F.	$ 2.50	$ 600.00
5	Commercial Driveway	1350.5 S.F.	$ 3.00	$ 4,051.50
	TOTAL			$ 22,375.40

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

By Deputy (County Counsel) 10-17-75

COUNTY OF YOLO

BY Betsy A. Marchand
Chairman of the Board of Supervisors

Micro Fiched

ATTEST:

Laurence P. Henigan, Clerk

By Peter E. Lucas, Deputy

BY Bruce Alestra

Alestra Concrete & Masonry Inc.

5757-C Roberson Ave.

Carmichael, Calif. 95608

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 284445.

FILED
OCT 16 1975
By

AGREEMENT NO. 75-322

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2407
(Linden West Unit No. 2)

Micro Fiched

THIS AGREEMENT is made and entered in this 13th day of October, 1975, by and between Westport Investment Company, a California Corporation, hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposed to subdivide and develop that area known and referred to as Subdivision No. 2407 and promises to present plans and specifications for the development thereof.

XEROX COPY

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in said Subdivision No. 2407 public improvements including but not limited to street improvements consisting of concrete curbs gutters and sidewalks, asphalt paving and base, on site and off site storm drainage facilities necessary to adequately drain said subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider will develop and construct sanitary sewer facilities and a water supply and distribution system in accordance with standards of the serving agencies and approved by the agency of jurisdiction.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $3,473.05 for said purpose.

5. That Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2407.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $100,000 in respect to personal injuries and or death of any one person $300,000 in respect to personal injuries or death for any one occurrence and $50,000 in respect to property damage in any one occurrence.

Micro Fiched

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the Completion of the development of said Subdivision No. 2407 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part of said improvements shall not be final until the written notices of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

9. That the Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amount of such "Improvement Security" shall be not less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

13. Where required pursuant to the provisions of Section 11592 of the Business and Professions Code the "Subdivider" shall furnish the County a bond or cash deposit in the amount of $350.00 guaranteeing payment of the cost of setting monuments of survey.

14. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this agreement.

Where title to the subdivided property is held by the record owner thereof under a holding agreement, this agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.

Micro Fiched

15. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

16. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisited set forth in Rule 242 (a), formerly Rule 29 (a) of the Rules for the Superior Court, State of California.

17. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above-named herein.

COUNTY OF YOLO

By Betsy A. Marchand
Chairman, Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN
County Clerk

By Nell E. Lucas
Deputy

By Thos A Turner Pres.

By

Recommended for Approval to the Board of Supervisors of the County of Yolo:

Lloyd A Roberts
Lloyd H. Roberts, Director
Public Works Department

APPROVED AS TO FORM:

By Robert A Ruda
Deputy County Counsel

BK

AGREEMENT NO. 75-323

FILED
OCT 16 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

SUBDIVISION IMPROVEMENT AGREEMENT

Subdivision No. 2424
(Linden West Unit No. 3)

XEROX COPY

THIS AGREEMENT is made and entered on this 13th day of October, 1975, by and between Westport Investment Company, a California Corporation, hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposed to subdivide and develop that area known and referred to as Subdivision No. 2424 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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1. That the Subdivider will develop and construct in said Subdivision No. 2424 public improvements including but not limited to street improvements consisting of concrete curbs and gutters, and sidewalks, asphalt paving and base, on site and off site storm drainage facilities necessary to adequately drain said subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider will develop and construct sanitary sewer facilities and a water supply and distribution system in accordance with standards of the serving agencies and approved by the agency of jurisdiction.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County should unforeseen conditions occur which may require such modifications.

4. That Subdivider shall obtain and file with the County a good and sufficient security in favor of the County, and in a form approved by both parties, in an amount of two thousand five hundred dollars ($2,500.00). Said security shall guarantee acquisition of land for offsite improvements along the westerly edge of Mojave Drive. If title has not been vested with the County of Yolo within 90 days of the date of this Agreement, County shall foreclose on the security and take necessary action to assure said acquisition.

5. That Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2424.

6. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $4,341.70 for said purpose.

7. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $100,000 in respect to personal injuries and or death of any one person, $300,000 in respect to personal injuries or death for any one occurrence and $50,000 in respect to property damage in any one occurrence.

8. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

Micro Fiched

9. That the Completion of the development of said Subdivision No. 2424 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part of said improvement shall not be final until the written notices of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

10. That the Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

11. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.

12. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

13. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amount of such "Improvement Security" shall be not less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

14. Where required pursuant to the provision of Section 11592 of the Business and Professions Code the "Subdivider" shall furnish the County a bond or cash deposit in the amount of $650.00 guaranteeing payment of the cost of setting monuments of survey.

15. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall.be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this agreement.

Where title to the subdivided property is held by the record owner thereof under a holding agreement, this agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.

16. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

Micro Fiched

17. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisited set forth in Rule 242 (a), formerly Rule 29 (a) of the Rules for the Superior Court, State of California.

18. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above-named herein.

COUNTY OF YOLO

By Betty A. Marshall
Chairman, Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN
County Clerk

By Lita E. Lucas
DEPUTY

By Floyd Turner P.P.S.

By Thomas Thornton, Jr.

Recommended for Approval to the Board of Supervisors of the County of Yolo:

Lloyd H. Roberts
Lloyd H. Roberts, Director
Public Works Department

APPROVED AS TO FORM:

By Robert A. Ledet
Deputy COUNTY COUNSEL

SEP 15 1975

AGREEMENT NO. 75-324

LOS RIOS COMMUNITY COLLEGE DISTRICT

AGREEMENT

(College Off-Campus Work Study Programs)

FILED
OCT 20 1975
LAURENCE T. HORGAN, Clerk
By Paula C. Conrad
Deputy

THIS AGREEMENT is entered into as of this 17th day of September 1975, by and between LOS RIOS COMMUNITY COLLEGE DISTRICT, SACRAMENTO COUNTY, STATE OF CALIFORNIA, hereinafter referred to as the "Institution," and County of Yolo, on behalf of the
Yolo County Youth Service Bureau
Youth Service Department
110 6th Street
Broderick, California 95605
Attn: Ms. Irene Maestri
hereinafter referred to as the "Organization."

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BEST COPY

WITNESSETH

WHEREAS, the Institution has applied for grants from the United States Department of Health, Education and Welfare, Office of Education to stimulate and promote the part-time employment of students from low-income families who are in need of the income from such employment to pursue courses of study at the institution. In accordance with Title I, Part C, (Work-Study Programs) of the Economic Opportunity Act of 1964 (78 Stat. 508, 42 U.S.C. 2701 et. seq), hereinafter referred to as the "Act"; and

WHEREAS, the Institution is authorized under Education Code Sections 1006 and 1007 to enter into agreements with any public or private nonprofit agency pursuant to the Act; and

WHEREAS, the Institution and the Organization desire that certain of the Institution's students engage in work for the Organization; and

WHEREAS, the Organization is in a position to utilize the service of such students in accordance with the provisions of the Act.

NOW, THEREFORE, the parties agree as follows:

1. The Organization shall pay to the Institution 20% of the compensation to be paid to students employed under this agreement, plus Workmen's Compensation Insurance costs, the total not to exceed $1,252.80. Any part of this sum not expended under the provisions of this agreement shall be refunded to the Organization.

2. The Organization shall provide to students, who have been selected by the Institution and who are acceptable to the Organization, employment as defined in Exhibit A, Work-Study Specification.

3. The Organization will provide employment which shall:

a. Be related to the student's educational objective, or

b. Be in the public interest which would not otherwise be provided; will not result in the displacement of employed workers or impair existing contracts for services; and will be governed by such conditions of employment as will be appropriate and reasonable in light of such factors as the type of work performed, geographical region, and proficiency of the employee.

The Organization shall further provide:

Micro Fiched

a. That students be supervised by regular staff personnel and professional direction of the Organization.

b. That no student be involved in political activity or work for any political party; and

c. That no student be involved in the construction, operation or maintenance of so much of any facility used or to be used for sectarian instruction or as a place for religious worship.

4. The Organization agrees:

a. To establish and maintain for all students working under this agreement, and to submit to the Institution in accordance with a mutually agreeable format and schedule, records and reports as required by the Institution or the United States Commissioner of Education, including student work assignments and hours worked.

b. That no person on the grounds of color or national origin shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement. (Civil Rights Act of 1964, Public Law 88-352, Section 601.)

c. To furnish the Institution with an evaluation of the student in such form as may be mutually acceptable, which forms are to be furnished by the Institution.

d. To provide students with the same facilities available to Organization employees.

e. To send home any students who appear to be or claim to be ill, and to report such cases and any absenteeism to the Institution.

5. The Institution shall:

a. Prepare and deliver to the Organization for distribution to students employed under this agreement pay warrants covering the hours worked as reported by the Organization and at the rates of pay shown in Exhibit A, Work-Study Specification.

Micro Fiched

b. Provide workmen's compensation insurance, at the Organization's expense, covering all students employed under the provisions of this agreement.

6. The Organization shall carry and maintain during the life of this Agreement, such public liability and property damage insurance as set forth below. Regardless of institution's responsibility for negligence, the Organization shall indemnify and hold harmless the institution, its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance under this Agreement, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Organization or anyone directly or indirectly employed by Organization including but not limited to the students named on Exhibit B or for whose acts Organization may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Said public liability insurance shall be in the amount of not less than $200,000 for one person injured in one accident, and not less than $400,000 for more than one person injured in one accident, and said property damage insurance shall be in the amount of not less than $25,000 for any one accident. Institution shall be named as an insured on such insurance and provided with a certificate of such insurance stating that such insurance shall not be cancelled without ten (10) days prior written notice to Institution of such cancellation.

The Indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Organization or under workmen's compensation acts, disability benefit acts or other employee benefit acts.

7. General conditions:

a. The parties to this agreement agree that each completed and agreed upon Work Specification Sheet (Exhibit "A") shall become a part of this agreement. At the time of such approval the parties shall agree as to the number of students who will be accepted by the Organization under each work specification.

b. The students are subject to the same rules, regulations, and safety standards applicable to the Organization's employees with the exception that no student shall work more than fifteen (15) hours in any week while attending classes and for not more than forty (40) hours per week during the summer and other vacation periods and only with the approval of the District Supervisor(s) or his designated representative.

c. The Institution and the Organization will jointly be responsible for periodically reviewing and evaluating project operations to determine whether the project is meeting the goals of the Work-Study Program, and will administer same.

Micro Fiched

8. Duration and modification of agreement:

a. The term of this agreement commences September 17, 1975 and terminates June 30, 1976, subject to the right of either party hereto to terminate this agreement at any time by fifteen (15) days written notice.

b. This agreement contains the whole contract between the parties hereto and shall not be altered or modified without formal written action of both parties. Any provisions herein contained may be amended or modified as hereinabove provided upon the mutual written consent of the parties hereto.

c. All notices pursuant to this agreement are to be made in writing to the Institution in person or at the address of Los Rios Junior College District; to the Organization in person or at the address of the Organization, or such address as the parties may indicate in writing.

-Organization-

COUNTY OF YOLO

By Betty A. Marchand

Title CHAIRMAN OF BOARD OF SUPERVISORS

-Institution-

Governing Board Los Rios Junior College District

By

Jacob A. Misfeldt
Assistant Superintendent-Business

EXHIBIT A

WORK-STUDY SPECIFICATION

Job Title:

Rate of pay:

Sponsoring Department:

Training Job Code:

Training Supervisor:

Length of Program:

Phone:

Training Location:

Micro Fiched

Training Objective: To develop skills through work-training

Major Areas of Training:

Supervisor's Training Plan:

Evaluation:

Student Requirements:

EXHIBIT B

PARTICIPATION AGREEMENT

I accept the opportunity to participate in the Work-Study Program subject to the following conditions and promises:

Micro Fiched

1. I voluntarily agree to participate in the Work-Study Program for the training period as explained to me consisting of ____ months as a _____.

2. I understand that this training is for purposes of aiding in my education and increasing my future employability only and that at its conclusion there is no guarantee of employment, either with the sponsoring agency or elsewhere.

3. I understand that as a participant in this program I will be responsible for my own transportation to and from the place of work.

4. I have read the foregoing conditions and accept the same freely, voluntarily, and without reservation.

Dated: _____

_____ Witness

_____ Student Participant

FILED
OCT 24 1975
LAURENCE P. HENIGAN
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 75-325

(Agreement Providing Psychiatric Inpatient Treatment Facility and Psychiatrist Services)

THIS AGREEMENT made and entered into this 20th day of October, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and WOODLAND MEMORIAL HOSPITAL, a non-profit corporation, hereinafter referred to as HOSPITAL,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. COUNTY is desirous of providing inpatient psythiatric services for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
2. HOSPITAL represents that it has inpatient psychiatric care facilities available which comply with all requirements specified by the State Department of Health and which are in accordance with the applicable sections of Title IX of the California Administrative Code, hereinafter called "the Code".
3. COUNTY has need of the professional services of psychiatrists for the care of a) inpatients; b) day patients; c) emergency patients after hours, week-ends, and holidays; and d) when Yolo County staff psychiatrists are not available.
4. HOSPITAL represents that it has the aforesaid psychiatric services available.
5. HOSPITAL agrees to provide the services for COUNTY described herein pursuant to the terms and conditions set forth in this Agreement.

AGREEMENTS:

1. Description of Psychiatric Inpatient Facility Services.

   A. The services provided by HOSPITAL in accordance with this

Agreement shall consist of inpatient psychiatric services in the psychiatric unit at Woodland Memorial Hospital and shall include inpatient service; partial hospitalization services such as day care, night care, weekend care; and emergency services twenty-four (24) hours per day, whic.. services shall include the following:

Micro Fiched

1. Room and meals
2. Services of registered nurses, licensed vocational nurses, aides and occupational therapists.
3. Medicines
4. Routine laboratory services consisting of CBC, urinalysis, chest film and serology.
5. All other services needed for the proper and professional rendering of the psychiatric care provided pursuant to this Agreement.

B. The patients served in accordance with this Agreement shall consist of the following:

1. Voluntary patients
2. Patients receiving the following services pursuant to the Lanterman-Petris-Short Act (Welfare and Institutions Code Sections 5000 through 5401, inclusive):
   a) 72-hour evaluation and treatment
   b) detention for evaluation and treatment without court order (pending conservatorship)
   c) detention for evaluation and treatment with court order
   d) 14-day intensive treatment
   e) additional 14-day intensive treatment for suicidal persons
   f) 90-day Post Certification Treatment of imminently dangerous persons.

C. All services provided in accordance with this Agreement

shall satisfy the standards set forth in Title IX, Chapter 1, Sub-chapter 3, Article 10 of the California Administrative Code and any amendments thereto promulgated while this Agreement is in force.

Micro Fiched

2. Description of Psychiatrist Services.

HOSPITAL agrees to provide to COUNTY during the term of this Agreement the psychiatric services hereinafter described to patients referred to HOSPITAL by the Yolo County Mental Health Service, hereinafter referred to as SERVICE, in accordance with the local inpatient, partial hospitalization and after-hours emergency service elements of the Yolo County Short-Doyle Plan, all under the direction of and in accordance with utilization review procedures to be developed by the Psychiatric Committee and approved by the Program Chief of SERVICE. The service shall be performed by licensed physicians and surgeons, hereinafter referred to as PSYCHIATRISTS, who are certified or eligible for certification in psychiatry by the American Board of Psychiatry and Neurology. The services provided hereunder shall include the following:

A. Direct psychiatric evaluation and treatment at Woodland Memorial Hospital and Yolo General Hospital of inpatients, day patients and emergency patients.

1. After hours, weekend and holiday treatment shall be provided according to a schedule of rotation established by the Chairman of the Psychiatric Committee at Woodland Memorial Hospital.

2. Treatment by psychiatrists of emergency patients during SERVICE's normal office hours shall be compensable only if screened and referred by SERVICE. Such referral shall be made only if a staff psychiatrist is not available.

B. Consultation consisting of thorough preparation for and

testimony at hearings in guardianship, conservatorship, or involuntary treatment proceedings arising out of psychiatric evaluation and treatment provided under this Agreement.

Micro Fiched

C. Psychiatric consultation to other members of the professional staff of Woodland Memorial Hospital, Yolo General Hospital, and Mental Health Services to assist them in their management of emotionally disturbed patients.

D. Communication to the Program Chief by psychiatrists of their findings of any direct evaluation and treatment as soon as practically possible.

E. Attendance, when requested, by SERVICE at staff meetings, and completion of all patient forms, legal forms, and medical records with sufficient information to provide a clear and concise account of the diagnosis and treatment, and to enable HOSPITAL to maintain such records and provide such statistical and outcome evaluation reports as may be required by State agencies or their delegates to enable COUNTY to qualify for State funding of SERVICE, and services required to implement the utilization review procedures approved by the Program Chief of SERVICE.

3. Payment of Psychiatric Inpatient Facility Services.

A. The rate of compensation for services shall be in accordance with the Medi-Cal cost reimbursement rates.

B. Such compensation shall be reduced by such amounts HOSPITAL is determined entitled by SERVICE screening to charge to the patient under COUNTY's Short-Doyle Program eligibility standards, patient's insurance coverage, Medicare program coverage, and Medi-Cal program coverage.

C. COUNTY shall pay such amounts HOSPITAL has charged to patients but which remain uncollected after billing and shown on HOSPITAL's books six (6) months after the date that the service

was rendered; provided, however, that subsequent collections of said amounts received by HOSPITAL thereafter from any source other than COUNTY shall be credited against any compensation due from COUNTY to HOSPITAL under this or successor agreements.

Micro Fiched

D. In no case shall the fee paid by COUNTY to HOSPITAL for a service exceed the amount for which the patient would be liable to HOSPITAL were he a private patient.

E. The maximum payments from COUNTY to HOSPITAL during the term of this Agreement shall be a sum not to exceed one hundred forty-four thousand, seven hundred seventy-eight DOLLARS ($ 144,778), of which $69,493 are Short-Doyle funds and $75,285 are Short-Doyle Medi-Cal funds. Such payments shall be made by COUNTY to HOSPITAL monthly upon submission of a claim to COUNTY countersigned and approved by the Program Chief of SERVICE, detailing services rendered and time spent on each category thereof.

F. HOSPITAL shall maintain full and complete records of services rendered and compensated, and shall make said records available to audit by COUNTY upon reasonable notice. Said records shall be maintained for four (4) years.

4. Payment of Psychiatrist Services.

A. COUNTY agrees to pay compensation to HOSPITAL for the full range of physician's services rendered pursuant to Section 2, Sub-paragraphs A through E as follows:

B. Such compensation shall be based on the following formula:

Type of Day	Number Per Year	Hours on Call	Hourly Rate	Total Per Day
(1) Weekday	249	15	$4	$60
(2) Weekend Day	104	24	$4	$96
(3) Holiday	12	24	$4	$96

C. In the event any of the above psychiatrist services are not performed, such compensation shall be reduced by multiples of the above hourly rate for time on call or the RVS equivalent of the service not rendered.

D. The maximum payments from COUNTY to HOSPITAL during the term of this Agreement shall not exceed twenty-six thousand seventy-six DOLLARS ($ 26,076). Such payments shall be made by COUNTY to HOSPITAL monthly upon submission of a claim to COUNTY countersigned and approved by the Program Chief of SERVICE, setting forth in detail a description of the services rendered.

5. Relationship of Parties.

Micro Fiched

The relationship of COUNTY and HOSPITAL is and shall be construed to be that HOSPITAL is an independent contractor of COUNTY, and not an agent. At no time during the performance of this Agreement is any employee, agent or contractor of HOSPITAL an employee, agent or contractor of COUNTY, for any purpose, nor shall he be construed to be so.

6. Liability.

HOSPITAL assumes all responsibility for psychiatric inpatient facility services covered under the performance of this Agreement. HOSPITAL shall purchase and maintain for the duration of this Agreement a policy of malpractice insurance in the amount of $1,000,000/1,000,000. HOSPITAL will carry or require the psychiatrists providing psychiatrist services pursuant to this Agreement to present evidence of malpractice insurance coverage in the amount of $1,000,000/1,000,000. HOSPITAL agrees to defend, indemnify and hold COUNTY harmless from any and all claims, liability or loss arising in any way out of the performance of this Agreement.

7. Community Services Systems Manual.

HOSPITAL agrees to comply with all of the provisions

contained in the Community Services Systems Manual as outlined in Exhibit "A" attached hereto and incorporated herein.

8. Amendments.

This writing, together with the Exhibit attached hereto, fully expresses the understanding of the parties and shall constitute the final agreement. No addition to, deletion, or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, or the officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

Micro Fiched

9. Term.

This Agreement shall commence on July 1, 1975, and terminate June 30, 1976. This Agreement may be terminated by either party upon thirty (30) days' written notice to the other of such intention. Such notices may be given as follows:

COUNTY:

Yolo County Mental Health Services
P. O. Box 1217
Woodland, California 95695

CONTRACTOR:

Woodland Memorial Hospital
1325 Cottonwood Street
Woodland, California 95695

10. Other Agreements.

This Agreement supersedes all other agreements between the parties for psychiatric service.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY Robert A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

Micro Fiched

WOODLAND MEMORIAL HOSPITAL, a non-profit corporation

BY _____ ADMINISTRATOR

MENTAL HEALTH SERVICES

BY _____ PROGRAM CHIEF

EXHIBIT A

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

Micro Fiched

The contractor requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.

2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.

3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.

4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.

5. Contract periods do not overlap a July 1 through June 30 fiscal year.

6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.

7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.

8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).

9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.

10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.

11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.

13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

BK

FILED
OCT 24 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 75-326

THIS AGREEMENT made and entered into this 20th day of October, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LANDLORD, and DUANE CHAMBERLAIN, hereinafter referred to as TENANT,

W I T N E S S E T H:

Micro Fiched

1. LEASE. LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD, on the terms and conditions hereinafter set forth, the real property described in Exhibit "A" attached hereto and incorporated herein by reference thereto.

2. TERM. The term of this lease shall be for one (1) year commencing on the first day of August 1975, and terminating on the 31st day of July, 1976. At the end of said term, TENANT shall retain rights of possession of lands in growing crops until said crops are harvested.

3. USE. All of the real property described in this lease is to be used for the sole purpose of growing crops of oats-hay.

4. RENT. TENANT shall pay to LANDLORD a minimum annual rent in the sum of TWO THOUSAND FOUR HUNDRED ($2,400) DOLLARS, or 25% of the gross receipts from sale of said crop, whichever is greater.

Said minimum payment shall be made by TENANT within thirty (30) days of the execution of this agreement.

5. TAXES. LANDLORD shall bear the cost or charge of possessory interest taxes levied upon real property. Upon receipt of each tax bill or statement for such possessory interest taxes, TENANT shall pay said tax promptly and without default, and shall thereupon obtain reimbursement from LANDLORD upon

presentation to it of said paid tax bill.

6. DISCLAIMERS OF WARRANTY. LANDLORD expressly disclaims any warranty of soil suitability for growing any crop.

7. WATER. LANDLORD expressly disclaims any warranty whatsoever of availability, quantity, or quality of water in or upon or available to the real property which is the subject of this lease.

Micro Fiched

8. ENTRY BY OWNER. TENANT shall permit LANDLORD, and LANDLORD's agents and assigns, at all reasonable times, to enter the leased premises and to use the roads established on the premises now or in the future, for the purposes of inspection, compliance with the terms of this lease, exercise of all rights under this lease, posting notices, to survey the land, and all other lawful purposes.

9. RECORDS. TENANT shall make and keep pertinent records of all operations and conduct under this lease and shall make them available to LANDLORD and LANDLORD's agents and assigns at all reasonable times for inspection.

10. WARRANTY OF USE. TENANT agrees to farm said land in the crop of oats-hay only, using good husbandry practices, and to make diligent effort to prevent the spread of all noxious weeds and rodents and other verterbrate pests on the leased premises during the term of this lease. TENANT agrees to make diligent effort to prevent infestations of insects or organisms that may produce disease in plants or animals and that may come onto or develop on the premises during the term of this lease and that might damage crops grown on the premises after the term. On default of the TENANT to do so, LANDLORD reserves the right, after having given ten (10) days' notice to take necessary remedial measures at TENANT's expense for which TENANT agrees to reimburse LANDLORD upon demand.

11. WASTE. TENANT shall not commit or permit others to commit

on the premises waste or nuisance or any other act that could disturb the quiet enjoyment of LANDLORD or any other tenant of LANDLORD on reserved or adjacent property.

12. EXCULPATORY CLAUSE. TENANT covenants to defend, and hold LANDLORD free and harmless from any and all claims, causes of action, or liability for damages arising from any act or cause causing injury to persons or property of any kind owned by anyone, including TENANT, while in, upon, or in any way connected with the leased premises during the term or any extension of this lease or any occupancy under this lease.

Micro Fiched

13. SUBLEASE OR ASSIGNMENTS. TENANT shall not assign or sublease any part or portion of the leased premises without the prior written consent of LANDLORD.

14. RE-ENTRY BY LANDLORD. LANDLORD shall have the power and privilege to re-enter and terminate this lease at any time during the term of this lease, upon thirty (30) days' notice to TENANT, and as to any part or portion of the premises leased, as it may require for use and expansion of use of the Yolo County Airport. Upon such re-entry and termination of this lease, TENANT shall be compensated only for loss of or damage to existing crops located upon the premises so re-taken. In the event the parties hereto disagree or dispute the value of said crop or the amount of such damages, then and in that event they shall apply to the Director of the Agricultural Extension Service for opinion; that said opinion of said person shall be binding upon the parties herein.

15. ADVANCES BY LANDLORD. In the event of TENANT's breach of any covenant of this lease, LANDLORD may, at any time, without notice, cure such breach for the account, and at the expense of TENANT. If TENANT at any time, by reason of such breach, is compelled to pay or elects to pay, any sum of money or to do any act that will require the payment of any sum of money,

or is compelled to incur any expense, the sum or sums so paid by LANDLORD with all interest, costs and damages shall be deemed to be additional rent under this lease and shall be due from TENANT to LANDLORD on the first day of the month following the incurring of such expenses.

16. CONDITIONAL LIMITATIONS. Each term and each provision of this lease performable by TENANT shall be construed to be both a covenant and a condition.

Micro Fiched

17. INSURANCE. During the term of this lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORD and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury or damage occurring in, on, or about the premises, or any portion of them arising from any act, omission, or negligence of TENANT or its contractors, licensees, agents, servants, or employees. The liability under such insurance shall be not less than $100,000 for any one person injured, or killed, not less than $300,000 for any one accident, and not less than $50,000 for property damage.

18. ABANDONMENT. In the event TENANT abandons the premises or ceases to diligently farm same, LANDLORD may re-enter and terminate this lease as to any portion thereof, or the whole thereof, upon giving TENANT thirty (30) days' written notice.

19. NOTICES. All notices to be given to LANDLORD by TENANT shall be given in writing filed with the County Clerk, Courthouse, Room 104, Woodland, California, or by depositing the same in the United States mail, postage prepaid, and addressed to the County Clerk, P. O. Box 1098, Woodland, California 95695. Notices to TENANT shall be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to TENANT at the following address: 150 Lincoln

Avenue, Woodland, California 95695.

20. WAIVER. One or more waivers by LANDLORD of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. LANDLORD's consent to or approval of any act by TENANT requiring LANDLORD's consent or approval shall not be deemed to waive or render unnecessary LANDLORD's consent to or approval of any subsequent similar act by TENANT.

Micro Fiched

21. CONSTRUCTION. The marginal headings or title to the paragraphs of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part of this lease.

22. BINDING ON SUCCESSORS. The terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of LANDLORD and TENANT.

23. TERMINATION UPON BREACH OF COVENANT.

A. LANDLORD at his option may terminate this lease on TENANT's breach of any term, condition, or covenant hereof, on giving thirty (30) days' written notice of such termination to TENANT.

B. TENANT may at his option terminate this lease on LANDLORD's breach of any term, condition, or covenant hereof, on giving thirty (30) days' written notice of such termination to LANDLORD.

24. TERMINATION AT OPTION OF LANDLORD. In the event LANDLORD, in the exercise of its sole discretion, determines that any part or portion, or the whole of the leased property, is necessary for airport uses, it may terminate this lease by declaration and re-take or re-enter upon such part or portion of the leasehold, or the whole thereof, upon giving TENANT sixty (60) days' notice of its intention to so re-enter. Upon such

re-entry at the end of said notice period, LANDLORD shall compensate TENANT only as to his actual out-of-pocket loss pertaining to growing crops located upon said portion of the leasehold. Save and except for such damages, TENANT hereby waives any and all claim or cause of action he may have for such re-taking.

Micro Fiched

25. This agreement supersedes any and all agreements heretofore entered into.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year hereinabove set forth.

LANDLORD -

COUNTY OF YOLO, a political subdivision of the State of California

BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

TENANT -

Duane Chamberlain
DUANE CHAMBERLAIN

EXHIBIT A

All that real property, being a portion of Section 3, Township 8 North, Range 1 East, and a portion of Section 34, Township 9 North, Range 1 East, M. D. B. & M., situated in the County of Yolo, State of California, and being more particularly described as follows:

Parcel 1

All of the West one-half (½) of Section 34, Township 9 North, Range 1 East, as said West one-half (½) appears on that certain map or plat of Berry Vale Gardens, filed for record in Map Book 2, at Page 27, and all of blocks thirteen (13) and fourteen (14) as delineated on that certain map or plat of Lucern Farms, filed for record in Map Book 2, at Page 13, Yolo County Records.

Micro Fiched

Parcel 2

All of the Northwest one-quarter (¼) and the Northerly 240.50 feet of the Southwest one-quarter (¼) of Section 3, Township 8 North, Range 1 East, M. D. B. & M.

Excepting therefrom the property which is presently under lease to Ernest Gaddini under Yolo County Agreement No. 74-204 executed September 23, 1974.

Excepting therefrom the property which is presently under lease to Albert Blanchard et. al. (Fixed Base Operators) under Yolo County Agreement No. 74-88 executed August 1, 1974.

Excepting therefrom the property designated in Yolo County Agreement No. 74-88 as public airport facilities including, but not limited to runways, taxiways, aprons, aircraft and automobile parking areas, roadways, sidewalks, navigational and aviational aids and lighting facilities.

Excepting therefrom the property which is presently under lease to West Plainfield County Fire Protection District under Yolo County Agreement No. 68-28 executed May 10, 1965.

Excepting therefrom the property which is presently under lease to Yolo Sportsmen's Association under Yolo County Agreement No. 68-43 as amended by Yolo County Agreement No. 74-284 executed December 16, 1974.

Excepting therefrom the property released by Yolo Sportsmen's Association under Yolo County Agreement No. 74-284 executed December 16, 1974.

FILED
DEC - 3 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO 75- 327

(Agreement Renewing and Amending Agreement No. 74-119 - Family Nurse Practioner)

THIS AGREEMENT made and entered into this 20th day of October, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and JOANN TROLINGER, hereinafter called CONTRACTOR.

W I T N E S S E T H :

Micro Fiched

RECITALS:

1. The parties hereto wish to renew and extend Agreement No. 74-119, and amend said agreement to increase the number of hours to be worked by CONTRACTOR.

AGREEMENTS:

1. Paragraph 3 on Page 2 of Agreement No. 74-119 is hereby amended to read as follows:

   3. For said services, CONTRACTOR shall be paid the sum of TEN ($10) DOLLARS per hour for a maximum of 80 hours per month. Said payments shall be made by COUNTY to CONTRACTOR upon submission of a claim to COUNTY detailing hours worked to date of claim, countersigned and approved by the Health Officer of COUNTY.

2. All other provisions of said Agreement No. 74-119 are hereby incorporated herein by reference thereto and shall remain in full force and effect as written in said agreement for the term hereof.

3. The term of this renewing agreement shall be from the first day of July 1975, until the 30th day of June 1976.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

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XEROX COPY

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST :

LAURENCE P. HENIGAN, COUNTY CLERK
By Sue E. Lucas Deputy

Joann Trollinger
JOANN TROLLINGER - CONTRACTOR

ATTEST:

[redacted]

BY _____
[redacted]

(SEAL)

Micro Fiched

Approved as to Form
Dated 12/3/75
County Counsel of Yolo County

AGREEMENT NO. 75-328

THIS AGREEMENT made and entered into this 20th day of October, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and LOWELL E. GARRISON, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY has been notified that the services heretofore rendered by the State Board of Equalization, free of cost to the County, in providing appraisal and assessment of dry gas wells in Yolo County is no longer available.
2. There are a number of such dry gas wells in Yolo County which must be appraised and assessed in order that they bear an equitable portion of the Yolo County tax burden.
3. It is necessary that a qualified Petroleum Engineer with a thorough knowledge of dry gas well appraisal techniques be utilized for purposes of appraising and assessing such wells, and the Yolo County Assessor's office is presently without a member of its staff so qualified.
4. CONTRACTOR is a 1954 graduate of the University of California, trained in the science of Geology, is a registered geologist and is experienced in the field of Petroleum Geology, particularly in dry gas well appraisal and assessment.
5. COUNTY desires to obtain, and CONTRACTOR desires to provide appraisal and assessment services with respect to producing properties located in the County of Yolo.

AGREEMENTS:

1. In accordance with the terms and conditions of this agreement, CONTRACTOR agrees to provide to COUNTY the following appraisal, assessment and related services to assist the duly elected

Assessor in the County of Yolo in properly assessing such property:

A. Accumulate and interpret reserves, production, contractual, and performance data on each of the gas wells found within the confines of Yolo County. The data and interpretations to be derived from the dry gas well property statements and other information.

Micro Fiched

B. To visit operators as necessary, including once a year with at least the large operators, expenses and travel allowances to be borne by CONTRACTOR.

C. Determine reserves remaining for the tax year of each well which, for appraisal purposes, may be combined into a field or unit. Such determination to be based on volumetric or pressure/cumulative studies either originally, or as a check against the operator's figures.

D. On the basis of 1) remaining reserves, 2) contractural or physical rate of take, and 3) expected decline, appraise the properties on an income/net present worth approach. All discount rates used are to accurately reflect the tax rate in the code areas involved.

E. CONTRACTOR to make his appraisals by offsetting equipment values against the mineral values and putting the appraisal to parcels.

F. CONTRACTOR shall calculate the assessed value of the above taxable property.

G. Prepare a report including the following: 1) cross references to field and operator summaries, 2) appraisal by parcel sheets, 3) appraisal calculations, 4) all pertinent geologic and reservoir engineering charts, and 5) this report to be indexed.

H. The above referenced shall be delivered to the Assessor's office no later than June 15th, 1976.

I. Whenever requested, at no additional cost to COUNTY, to represent the Assessor at the Petroleum Advisory Subcommittee meeting, and make such additional occasional written reports.

J. Maintain current at all times, the required information and data by keeping records of newly completed wells and monthly production in Yolo County.

Micro Fiched

K. Represent the Assessor in defense of any appraisal in sampling by State Board of Equalization, or challenge by the taxpayer, before the County Board of Equalization.

L. Maintain at all times the highest of ethical and professional standards.

2. In accordance with the terms and conditions of this Agreement, COUNTY agrees as follows:

A. To pay CONTRACTOR a flat fee for services rendered pursuant to this Agreement, in the amount of FIVE THOUSAND ($5,000) DOLLARS.

B. That the fee above mentioned shall be paid on or before June 30, 1976.

3. IT IS MUTUALLY AGREED that:

A. In the performance of the work, duties and obligations devolving upon him under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor, practicing his profession of Petroleum Consultant. CONTRACTOR agrees to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession, and that the sole interest of the COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

B. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and executed by the

parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Peter E. Lucas
DEPUTY

(SEAL)

Micro Fiched

LOWELL E. GARRISON

RECEIVED
NOV - 3 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
NOV - 3 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

AGREEMENT NO. 75-329

(Amendment to Lease Agreement No. 75-34)

THIS AMENDMENT TO LEASE made and entered into this 20th day of October, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LANDLORD, and CLARENCE DANIELSON, 211 Buena Tierra Drive, Woodland, California, hereinafter referred to as TENANT,

W I T N E S S E T H:

Micro Fiched

1. The parties hereto have heretofore entered into Agreement No. 75-34, and desire to amend said lease to add the provision thereof which is set forth hereinbelow.
2. That said amendment is as follows:
   A. TAXES. LANDLORD shall bear the cost or charge of possessory interest taxes levied upon said real property. Upon receipt of each tax bill or statement for such possessory interest taxes, TENANT shall pay said tax promptly and without default, and shall thereupon obtain reimbursement from LANDLORD upon presentation to it of the said tax bill indicating said bill has been paid.
3. Except as amended as set forth herein, said lease shall remain in full force and effect in accordance with all of its terms and provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease on the day and year hereinabove written.

LANDLORD -

COUNTY OF YOLO, a political subdivision of the State of California

TENANT -

Clarence Danielson
CLARENCE DANIELSON

BY Bobby A. Marchant
CHAIRMAN OF THE BOARD OF SUPERVISORS

STANDARD AGREEMENT — APPROVED AS TO LEGAL FORM AND PROCEDURE BY ATTORNEY GENERAL FOR DEPARTMENT OF GENERAL SERVICES

75-330

THIS AGREEMENT, made and entered into this 20th day of October, 1975 in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Wilson Riles	Department of Education	

hereinafter called the State, and

County of Yolo

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any)

This Agreement is entered into by the State Department of Education, hereinafter referred to as Education, and the County Welfare Department, hereinafter referred to as County, (Contrator), for the purpose of providing for the care and development of children pursuant to the California Child Development Act of 1972, Division 12.5 of the Education Code, and Part 2 of Division 9 of the Welfare and Institutions Code.

Micro Fiched

This Agreement is entered into in accordance with provisions of: Title 45, Code of Federal Regulations, Part 220 - Service Programs for Families and Children; Title IV, Parts A and C of the Social Security Act; the State Plan for services to families and children; the regulations of State Departments of Health and Education; such other Federal and State regulations which may apply; and Titles 5 and 22 of the California Administrative Code.

FILED

DEC 22 1975

LAURENCE P. HENIGAN, Clerk

By..... Deputy

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Education	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Board of Supervisors, Yolo County
BY (AUTHORIZED SIGNATURE): Wilson Riles	BY (AUTHORIZED SIGNATURE): Betsy A. Marchand
TITLE: Superintendent of Public Instruction	TITLE: Betsy A. Marchand, Chairman
(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: Courthouse, Woodland, Ca. 95695

Do Not Write in This Space

FILED

DEC 22 1975

LAURENCE P. HENIGAN, Clerk

By Deputy

AMOUNT OF THIS ESTIMATE	APPROPRIATION		FUND	
$				
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$				
ADJ. INCREASING ENCUMBRANCE	FUNCTION			
$				
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			
$				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER | DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1301.13 have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICIAL SIGNING ON BEHALF OF THE AGENCY | DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

Micro Fiched

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. The Fair Employment Practices Addendum is marked Exhibit A, attached hereto and made a part hereof.

9. The Affirmative Action Regulations adopted by the State Board of Education are marked Exhibit B, and attached hereto and made a part hereof.

EXHIBIT A FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin or physical handicap. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions to this Fair Employment Practices section.

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2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

EXHIBIT B

CHAPTER 4. AFFIRMATIVE ACTION EMPLOYMENT PROGRAMS

Detailed Analysis

Section	
30.	Findings of Fact
31.	Policy
32.	Statement of Intent
33.	Definitions
34.	Development and Implementation of Programs
35.	Responsibility of Department
36.	Responsibility of County Superintendent of Schools

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30. Findings of Fact. The State Board of Education finds and hereby declares that:

(a) In general, California school districts employ a disproportionately low number of racial and ethnic minority teachers and a disproportionately low number of women and members of racial and ethnic minorities in administrative positions.

(b) There is a close correlation between the school assignment of pupils and the school assignment of professional staff of the same racial and ethnic minority groups, i.e., minority staff members tend to be concentrated in ethnically imbalanced schools.

(c) It is educationally sound for the minority student attending a racially impacted school to have available to him the positive image provided by minority teacher, counselor, and administrator. It is likewise educationally sound for the child from the majority group to have positive experiences with minority people which can be provided, in part, by having minority teachers, counselors, and administrators at schools where the enrollment is largely made up of majority-group students. It is also educationally important for students to observe that women as well as men can assume responsible and diverse roles in society.

(d) Past efforts to promote additional action in the recruitment, employment, and promotion of women and minorities have not resulted in a substantial increase in employment opportunities for such persons.

(e) Lessons concerning democratic principles and the richness which racial diversity brings to our national heritage can be best taught by the presence of staffs of mixed races and ethnic groups working toward a common goal.

(f) In order for school districts and offices of county superintendents of schools to increase representation of women and racial and ethnic minority group staff members, there should be policy direction from the State Board of Education which requires such agencies to adopt and implement affirmative action employment plans.

NOTE: Authority cited: Section 152, Education Code; California Fair Employment Practices Act (Sections 1410, et seq.); Titles VI and VII, Civil Rights Act of 1964 (42 U.S.C. 2000(d)–2000(e)–15); Title 45, Code of Federal Regulations (Sections 70.1–70.16); Presidential Executive Order 11246, as amended by Executive Order 11375, and the California Code of Fair Practices.

History: 1. New Chapter 4 (§§ 30 through §§ 36) filed 4-17-74; effective thirtieth day thereafter (Register 74, No. 16).

--See Reverse Side--

EXHIBIT B continued

31. Policy. The State Board of Education maintains as its policy to provide equal opportunity in employment for all persons and to prohibit discrimination based on race, sex, color, religion, age, physical handicap, ancestry, or national origin in every aspect of personnel policy and practice in employment, development, advancement, and treatment of employees, and to promote the total realization of equal employment opportunity through a continuing affirmative action employment program.

32. Statement of Intent. The State Board of Education recognizes that it is not enough to proclaim that public employers do not discriminate in employment but that we must also strive actively to build a community in which opportunity is equalized. In adopting this chapter, it is the intent of the State Board of Education to require educational agencies to adopt and implement plans for increasing the numbers of women and minority persons at all levels of responsibility.

33. Definitions. As used in this Chapter: (a) "Affirmative action employment program" means planned activities designed to seek, hire, and promote women and persons of minority racial and ethnic backgrounds. It is a conscious, deliberate step taken by a hiring authority to assure equal employment opportunity for all staff, both certificated and classified.

Such programs require the employer to make additional efforts to recruit, employ and promote members of groups formerly excluded at the various levels of responsibility who are qualified or may become qualified through appropriate training or experience within a reasonable length of time. Such programs should be designed to remedy the exclusion, whatever its cause.

Affirmative action requires imaginative, energetic and sustained action by an employer to devise recruiting, training and career advancement opportunities which will result in increased representation of women and minorities.

(b) "Goals and timetables" means projected new levels of employment of women and minority racial and ethnic groups to be attained on a specific schedule, given the expected turnover in the work force and the availability of persons who are qualified or may become qualified through appropriate training or experience within a reasonable length of time. Goals are not "quotas" or rigid proportions. They should relate both to the qualitative and quantitative needs of the employer.

(c) "Public education agency" means the State Department of Education, each office of the county superintendent of schools, and the governing board of each school district in California except community college districts.

34. Development and Implementation of Programs. Each public education agency will develop and implement an affirmative action employment program for all operating units and at all levels of responsibility within its jurisdiction. The affirmative action employment program shall have goals and timetables for its implementation. The plan will be a public record within the meaning of the California Public Records Act (Government Code Sections 6250 through 6260).

35. Responsibility of Department. The Department of Education shall develop and disseminate to public education agencies guidelines to assist such agencies in developing and implementing affirmative action employment programs and shall render assistance to such agencies in carrying out the requirement of this chapter.

36. Responsibility of County Superintendent of Schools. Each county superintendent of schools shall render assistance in developing and implementing affirmative action employment programs to elementary school districts under his jurisdiction which had fewer than 901 units of average daily attendance during the preceding fiscal year, and in high school districts under his jurisdiction which had fewer than 301 units of average daily attendance during the preceding fiscal year, and in unified school districts under his jurisdiction which had fewer than 1,501 units of average daily attendance during the preceding fiscal year.

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DIRECTORY AND SITE DATA

Edward M. Curley
Director, County Welfare Department
20 Cottonwood St. (P. O. Box 531) Woodland Ca 95695 (916) 666-8335
Address: Street - City Zip Telephone

Betty A. Parchand
Chairman, Board of Supervisors
Courthouse Woodland 95695 (916) 666-8107
Address: Street City Zip Telephone

Burr Shafer, Administative Services Officer (916) 666-8156
Fiscal Contact Person Telephone

Albert R. Custin (916) 666-8335
Program Coordinator Telephone

If County Welfare Department will directly operate the child care program, please provide the site data below. If there is more than one site, provide the information in an attachment.

Micro Fiched

N/A
Name of Child Care Facility

( )
Address: Street City Zip Telephone

Name of Program Director

Note: Correspondence from Education will be directed to the County Welfare Director and the Chairman of the Board of Supervisors. Please indicate below if copies of correspondence are to go to others:

Yes	No	
x		Send copies of fiscal correspondence to Fiscal Contact person listed above.
x		Send copies of correspondence to Program Coordinator listed above.
	x	Send copies of correspondence to Program Director listed above.
	x	Send copies of correspondence Re: None to other persons indicated below:

1. N/A
Name

Address: Street City Zip
( )
Title Telephone

2. N/A
Name

Address: Street City Zip
( )
Title Telephone

DEFINITIONS

As used in this Agreement:

1. Federal Interagency Day Care Requirements (FIDCR) means those requirements established pursuant to Section 522 (d) of the Economic Opportunity Act as approved by the U.S. Department of Health, Education, and Welfare, U.S. Office of Economic Opportunity, and U.S. Department of Labor and previously in effect in conjunction with Title 45 - Public Welfare, Chapter II Social and Rehabilitation Service (Assistance Programs), U.S. Department of Health, Education, and Welfare, Part 220 - Service Programs for Families and Children.

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2. Current Recipient means a family or child who is currently receiving public assistance under Aid to Families with Dependent Children (AFDC).

3. Former Recipient means an eligible family or child as defined in the appropriate State social service regulations and in accordance with Health's approved State Plan for services to families and children.

4. Potential Recipient means an eligible family or child as defined in the appropriate State social service regulations and in accordance with Health's approved State Plan for services to families and children.

5. Certified Child means a child who is determined to be Federally eligible for child care services in accordance with the relevant State laws and regulations and the criteria and procedures set forth in this Agreement.

6. Social Services unless otherwise specified in this Agreement means those services that are an integral part of child care services program and are provided in accordance with State social services regulations.

7. Child Care Services Programs means a comprehensive and coordinated system of social services for prekindergarten and school age children, aged 16 years or less. Such services include the arrangement for and the provision of care for a child in a variety of full- and part-time child care delivery systems approved pursuant to Division 12.5 of the Education Code, licensed pursuant to Section 1310 of the Health and Safety Code or accredited pursuant to Section 16725 of the Education Code. These child care delivery systems include

public and private children's centers, group child care and family day care home and in-home care. Day care shall be provided for any portion of the day, not to exceed 18 hours per 24-hour period, except under unusual circumstances. Under no circumstances shall care be provided in excess of 23 hours per 24-hour period. These services include locating, evaluating, and selecting the most appropriate facility or arrangement suitable to the child's needs, and continuing counseling to the licensee as necessary.

Micro Fiched

Services shall include the services of:

1. Medical examination required for admission to certain day care facilities when such examinations are not available through Medi-Cal or otherwise without cost.

2. Light meals and snacks, when provided as an integral part of the day care facility's service, and the cost is not covered by any other public program.

3. Educational development activities appropriate to the individual needs of children enrolled in the child care program.

4. Program activities designed to meet the special needs of families and children including bilingual instruction, multi-cultural components and adjustments for the handicapped.

5. Social services for the family and children related to adjustment to the facility, as well as referral for services for other family needs.

6. Parent education and parent involvement which encourages parent participation in the conduct and focus of the program.

8. Child Care Facility means any facility providing services as covered by this Agreement for the care of children less than 24 hours a day.

9. Direct Administrative Costs, Child Care Services means the cost of staff time directly attributable to child care services such as locating, evaluating and selecting the most appropriate facility or arrangement suitable to the child's needs or training the child care providers. Also included as direct administrative costs would be the purchase of services specified in the definition of a child care services program above such as the

medical examination or referral for services for other family needs.

10. Direct Operational Costs, Child Care Program includes such costs as space costs, utilities, insurance, supplies, food and the staff who are directly providing care to the children in a group child care facility and the county is directly responsible for each of these costs. An annual report of expenditures will be required in accordance with the expense account classifications of the California School Accounting Manual. Micro Fiched

11. Other Child Care Services refers to other means the county may find to provide child care services as defined herein such as a purchase-of-service contract for a group of children.

12. Service-Connected Child Care means child care provided to facilitate family service plans instituted by the County Welfare Department as defined in the appropriate State social service regulations and in accordance with Health's approved State plan for services to families and children.

13. Attachment A is a version of the CD-6701 application for child development programs revised for County Welfare Programs.

PROVISIONS

1. This Agreement is effective for the period from July 1, 1975 through June 30, 1976 contingent upon availability of State and Federal funding. Upon sixty (60) days written notice to the other party, either party may terminate this Agreement.
2. On or before September 30, 1975 this Agreement will be reviewed and needed amendments made, including those for single state agency requirements, changes in federal and state laws, regulations and policies.

3. Maximum amount of this Agreement shall not exceed $ 2,394

Throughout the fiscal year nothing precludes the transfer of funds between items a) through d) for purposes of more effective administration of the child care services provided. At this point in time the maximum amount is projected for use as follows:

a) For direct payments to eligible families or child care providers for individual children $ 2,394

b) For direct administrative costs for child care services $ -0-

c) For direct operational costs, child care programs* $ -0-

d) For other child care services* $

e) SUB-TOTAL, DIRECT SERVICES $ 2,394

f) Amount for Indirect Costs $ -0-

g) TOTAL $ 2,394

If County has an approved Indirect Cost Allocation Plan, prepared in conformity with Federal Bureau of Budget Circular A-87 and approved by the State Controller, then County must attach a copy of the approval notice with a proposed indirect cost rate for child care. Such attachment becomes part of this Agreement with Education's concurrence.

Micro Fiched

* When these costs are included in the County's provision of child care services, a CD 6701, Attachment A or a letter of explanation must be completed and attached, as applicable.

4. Payment for services purchased under this Agreement will be (a) on child-hour basis and (b) based on the costs directly attributable to such services. Payment shall not exceed the actual cost incurred for a certified child up to a maximum of a $1.14 for children 2 years of age and older and $1.35 for children under 2 years of age. Cost computation will be based on actual costs incurred up to maxima or on as close an approximation of actual costs as is possible under standard accounting procedures.

   The child-hour reimbursement will not exceed the allowable costs incurred in providing the service, with the parental fees added on, divided by the total number of child-hours of participation in the program.

5. County will determine, verify and document eligibility and service needs for families and individuals receiving services under these programs, in accordance with the State Social Service Regulations and with provisions outlined in this Agreement.

6. It is agreed that there will be no differentiation in chargeable costs between services to federally certified or non-certified children when they are receiving child care services together.

7. County will report the actual costs incurred under this Agreement to Education quarterly, will maintain a monthly list of certified children, their public assistance case numbers, if applicable,

the number of days and number of hours each child was enrolled in the programs cited in this Agreement for each month and other related data as required by Education.

8. For purposes of determining the number of days counted for each certified child enrolled in a program, verified absence on account of illness or quarantine not to exceed ten (10) consecutive days for any one illness will be considered to be regular attendance for the number of days for which each child was enrolled.

9. Education shall pay compensation to County in the amount of full reimbursement of actual costs pursuant to Section 16780 of Education Code and Provision 4 of this Agreement, and in accordance with and limited by the approved amounts stipulated in Provision 3. Education shall pay an advance apportionment of 8.33% of the maximum amount of this Agreement, to be adjusted in accordance with child-hours earned. Twelve monthly payments will equal 100% of the total amount allocated for the current fiscal year.

Micro Fiched

10. The County is required to have a financial audit completed and submitted to Education on the child care services provided by the County per this Agreement. The audit is due by November 15, 1976.

11. Within fifteen (15) days following each quarter, County shall submit a claim (Form CD-6500-A) to Education for all reimbursable services provided in the preceding quarter. Education shall pay County the amount claimed unless Education determines that the amount claimed is not in accordance with the provisions of this Agreement, but payment by Education shall not preclude a subsequent determination by Education that all or a portion of such claims was not allowable.

12. Costs allowable for reimbursement will be in accordance with the Provisions of the following U.S. Department of Health, Education and Welfare documents:

OASC-5

A Guide for Non-Profit Institutions - Establishing indirect cost rates for Research and Grants contracts with the Department of Health, Education and Welfare.

OASC-6

A Guide for State Government Agencies - Establishing cost allocation plans and indirect cost proposals for Grants and Contracts with the Federal Government.

OASC-8

A Guide for Local Government Agencies - Establishing Cost Allocation plans and Indirect Cost Proposals for Grants and Contracts with the Federal Government.

These documents will be used to implement U.S. Bureau of the Budget Circular No. A-87, which provides principles and standards for determining costs applicable to grants and contracts with state and local government agencies. Should the U.S. Department of Health, Education and Welfare revise Federal Regulations regarding the purchase of services, this Agreement may be re-negotiated in accordance with the revisions of the regulations when they are issued.

Micro Fiched

13. Child Care Services Program, pursuant to Division 12.5 of the Education Code, shall be provided to eligible children of families who qualify under Federal Social Service Regulations and the State Plan for reimbursement. Such services must be for the purpose of enabling the caretaker relative to participate in employment or training.

    Child care may also be provided, when appropriate, for eligible children as part of a service plan to the extent necessary to (1) achieve or maintain self-sufficiency including reduction or prevention of dependency or to (2) prevent or remedy neglect, abuse or exploitation of children or (3) to preserve, rehabilitate, or re-unite families.

14. Child Care Services Programs operated pursuant to this Agreement shall be available to all eligible children regardless of sex, race, religion or ethnic background and no such program shall be used, in whole or in part, for religious worship or instruction. No funds herein provided may be used for general support of any private sectarian school system.

15. County will enroll children into the child care services program according to the eligibility priorities established by Education.

16. County will collect fees from eligible parents who are not current recipients, according to the fee schedule established by Education, and will maintain records of all fees collected from individual families for hours of attendance in the child care services program.

17. County will assure that the child care services programs are in compliance with all Federal, State and Local regulations and standards. Education retains the right to monitor and request reports on the child care services being provided pursuant to this Agreement.

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SEP 24 9 12 AM '75

CHILD DEVELOPMENT UNIT

CERTIFICATION OF COMPLIANCE WITH CHILD CARE
MAINTENANCE OF EFFORT REQUIREMENTS

Chapter 176, section 19.7 of the Budget Act of 1975 requires:

"That counties shall comply with section 16784 of the Education Code which requires counties to maintain their 1970-71 level of effort for child care services provided by county funds, and that these county funds shall be used to exceed the $1.14 an hour maximum state and federal reimbursement rate as established by Item 314 of this act, for child care programs.

"The Department of Education shall insure that each county complies with section 16784 of the Education Code in one of the two following manners:

"1 . . . The Department of Education shall not issue funds to a child care contractor within a county until such time as that county certifies in writing to the Department of Education that the county has obligated its 1970-71 child care maintenance of effort funding level, pursuant to section 16784 of the Education Code, to local county child care contractors. Such sums awarded by a county to a local child care contractor shall not adversely affect an agency's contract reimbursement with the Department of Education pursuant to section 16780 of the Education Code.

Micro Fiched

"2 . . . Each county, which had a 1970-71 maintenance of effort funding level for child care, pursuant to section 16784 of the Education Code, shall transmit such sum to the Department of Education. Funds derived from each county shall be returned to each respective county's child care contractors as a grant award and not within the reimbursement control of section 16780 of the Education Code."

COUNTY OF Yolo

In accordance with the provisions of Chapter 176, section 19.7 of the Budget Act of 1975, select one of the following options and complete the necessary information.

OPTION A Our county will distribute its Maintenance of Effort funds totaling $25,629 to local county child care contractors. Attached is a distribution sheet indicating the name of the agency and the amount granted to it.

I certify that the agencies listed on the distribution sheet will be awarded the amounts indicated totaling $ 25,629 during FY 1975-76. Disbursements of Maintenance of Effort funds will commence by 12/1/75 and be completed in full by 1/1/76.

X Robert C. Mc Creland
Signature of County's Authorized Agent

Chairman, Board of Supervisors
Title County of Yolo, State of California

December 26, 1975
Date

CD-6503 (7/75)
Page 1 of 3

ATTACH THIS COPY TO AGREEMENT NO. 75-330, WITH THE STATE DEPARTMENT OF EDUCATION TO PROVIDE FOR THE CARE AND DEVELOPMENT OF CHILDREN THROUGH THE YOLO COUNTY SUPERINTENDENT OF SCHOOLS OFFICE---APPROVED BY THE BOARD ON OCTOBER 20, 1975. THIS WAS NOT SENT INTO THE STATE UNTIL AFTER THE AGREEMENT WAS ALREADY THERE. WELFARE BROUGHT US THE COPIES AND WE HAD THEM SIGNED AND SENT TO STATE. THESE ARE FOR YOU TO KEEP WITH YOUR AGREEMENT, OR I SHOULD SAY, THIS.

BARBARA RODGERS, Room 104, Courthouse.

OPTION B Our county will transmit its Maintenance of Effort funds totaling $_____ to the State Department of Education. The amount to be distributed to the child care contractors within our county is at the discretion of the Department unless specific instructions are submitted.

If you wish to indicate special instructions for the disbursement of the funds, please provide instructions on a separate sheet and indicate by marking the appropriate space that such instructions are attached.

Special instructions provided: Yes ____ No ____.

I certify that our county will submit to the State Department of Education* no later than September 1, 1975, the amount of $_____ for disbursement to the county child care contractors at the Department's discretion or in accordance with the special instructions.

_____
Signature of County's Authorized Agent

_____
Title

Micro Fiched

_____
Date

*Disbursements are to be sent to Mr. Earl Wong, Chief Accounting Office, Accounting Department, State Department of Education, 515 L Street, Sacramento, CA 95814.

For County Welfare Departments Making Direct Payments to Eligible Families and/or Child Care Providers and for Whom There Were No 1973-74 County Child Care Contracts.

After selecting either Option A or B as the method for distributing Maintenance of Effort funds, select one of the following designating the use to which funds will be assigned:

1. Use Maintenance of Effort funds to provide services to additional children or to cover costs in excess of the $1.14 per hour maximum for child care services.

2. Use Maintenance of Effort funds for distribution to local child care providers in the county operating with State Department of Education funds (indicate agencies and amount to be granted on the attached distribution sheet).

3. In cooperation with the State Department of Education, use Maintenance of Effort funds to establish new child care facilities in the county.

I elect to have Maintenance of Effort funds totaling $ 25,629 to be used in this county in the manner indicated under item A above.

Betsy C. Marchand
_____
Signature of County's Authorized Agent

Chairman Board of Supervisors
_____
Title County of Yolo, State of California

December 26, 1975
_____
Date

DISTRIBUTION OF MAINTENANCE OF EFFORT FUNDS

County of Yolo

Name of Agency	Amount Granted
Yolo County Superintendent of Schools	$25,629

Micro Fiched

TOTAL AMOUNT GRANTED $ 25,629

X Betty C. Mordaunt
Signature of County's Authorized Agent

Chairman, Board of Supervisors
Title County of Yolo, State of California

December 26, 1975
Date

FILED
OCT 21 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

Agreement No. 72-00558V
Amendment No. 1

AGREEMENT NO. 75-331

AMENDMENT TO AGREEMENT

THIS AMENDMENT is made this 20th day of October, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter called "County"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation (hereinafter called "Contractor").

Micro Fiched

RECITALS:

1. The parties have previously entered into an agreement for the Contractor to provide to County general chest clinic patient care by a duly licensed physician or physicians, from the pulmonary disease section of the University of California, Davis, School of Medicine for a total of ten (10) physician hours each and every month during the period July 1, 1974 through June 30, 1975. For and in consideration of such service, County agrees to pay to Contractor the sum of Two Hundred and Fifty Dollars ($250.00) per month.

2. The parties desire to extend said agreement for an additional term of one (1) year commencing July 1, 1975.

NOW, THEREFORE, the parties agree as follows:

XEROX COPY

1. Paragraph 5 of said agreement shall be amended to read as follows:

" The term of this agreement shall commence on July 1, 1974 and shall terminate June 30, 1976 unless sooner terminated by either party upon thirty (30) days' notice to the other. Such notice shall be deemed to have been fully given when deposited in the United States mail, postage prepaid, and addressed to either party, respectively, as follows:

TO THE COUNTY OF YOLO:

B. Otis Cobb, M.D.
Public Health Director

10 Cottonwood Street
Woodland, California 95695

Micro Fiched

TO THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Bruce P. Moore
Materiel Management Office
University of California
Davis, California 95616

2. All other terms and conditions of said agreement shall remain the same.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

COUNTY OF YOLO

By Bobby C. Marchand
Chairman of the Board of Supervisors

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By Bruce Moore
Bruce Moore, Materiel Manager, UCD

Approved as to form
CHARLES R. MACK
COUNTY COUNSEL
BY: [illegible]
DEPUTY COUNTY COUNSEL

APPROVED AS TO FORM
[illegible]
ROMALDUS D. PORTWOOD
ASSISTANT COUNSEL OF THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA

FILED

OCT 24 1975

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

AGREEMENT NO. 75-332

THIS AGREEMENT made and entered into this 20th day of October, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County" and MOORE & TABER-NORTHERN CALIFORNIA, Consulting Engineers and Geologists, West Sacramento, California, a California Corporation hereinafter called "Engineer";

W I T N E S S E T H

Micro Fiched

WHEREAS, County intends to construct bridge and highway improvements and appurtenances across Willow Slough at:

County Road 105 on County Road 28H;

WHEREAS, it is necessary that engineering services be obtained for foundation investigation and recommendations for such work and for related or incidental work thereto;

NOW, THEREFORE, the County and the Engineer agree as follows:

1. County employs Engineer to advise the Board of Supervisors of the County of Yolo and its Officers and agents in regard to the said proposed work of construction and perform professional services, as hereinafter provided in this Agreement with respect to the proposed bridge project.

2. Engineer shall furnish and perform, in a manner satisfactory to County, professional services required for the design and construction of bridge and highway improvements and appurtenances proposed for the bridge project, said services including, but not limited to the description and scope of work as outlined for the location and shown in the attached proposal labeled Exhibit A.

XEROX COPY

3. County shall pay to Engineer as compensation for all such services, a sum determined on the following basis:

A. The fee shall be a sum computed on a per diem basis in accordance with the Rate Schedule attached hereto as "Exhibit B" (and by reference made a part hereof):

4. The compensation provided for in Paragraph 3 above shall be paid to Engineer upon the following basis:

A. The compensation payable to Engineer set forth in Paragraph 3 above shall be paid to Engineer monthly in accordance with appropriate detailed billings therefor as determined by the Director of Public Works. The maximum total compensation for said engineering services shall be $2,700.00.

5. This Agreement may be terminated at any time by County, in which case Engineer shall be paid for all services to date of termination performed under this Agreement.

Micro Fiched

6. Engineer shall exercise all of the care and judgement consistent with good engineering practices in the performance of its work under this Agreement. Engineer shall take out and maintain public liability and property damage insurance with an insurance carrier satisfactory to County to protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from an act or activities of Engineer or any person acting for Engineer or under Engineer's control or direction, and also to protect against loss from liability imposed by law for damages to any property caused directly or indirectly by or from acts or activities of Engineer or any person acting for Engineer or under Engineer's control or direction. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this agreement in amounts of not less than $100,000 for one person injured in one accident and not less than $300,000 for more than one person injured in one accident, and in the amount of $50,000 with respect to any property damage aforesaid. Proof of such insurance shall be filed with Clerk of the Board of Supervisors of the County of Yolo and shall be in a form satisfactory to County. The insurance policy shall insure the County of Yolo as an additional insured and shall have a "non-cancellation without thirty (30) day notice to County" clause and shall provide that copies of all cancellation notices shall be sent to the Board of Supervisors of County. If Engineer does not keep such insurance in full force and effect, County may take out the necessary insurance, and Engineer agrees to pay the cost of said insurance.

7. This Agreement shall not be considered as giving exclusive authority to Engineer for performing all engineering services pertaining to the design of improvements. County may perform, or have performed, any phase, or any portion of any phase, of the various professional services outlined in Exhibit A without any liability or obligation to Engineer.

8. It is understood and agreed that any and all field survey notes, aerial photographs and other data collected and prepared in connection with the project shall become the

property of the County as permanent records.

9. Engineer shall complete and present to County for approval it's final report and drawings not later than six (6) months from date of contract.

10. In performance of this agreement, Engineer is and shall act as an independent constractor and not as an employee of the County of Yolo.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

By Bodey O. Morehead
Chairman of the Board of Supervisors, County of Yolo, State of California

ATTEST:

LAURENCE P. HENIGAN, CLERK

By Pete E. Lucas Deputy Clerk

MOORE & TABER-NORTHERN CALIFORNIA
Consulting Engineers & Geologists
536 Galveston Street, West Sacramento
California 95691

By: H. R. Taber
President

APPROVED AS TO FORM:

Deputy Robert A. Ost 10-17-75
County Counsel of Yolo County Date

EXHIBIT "A"

MOORE & TABER NORTHERN CALIFORNIA
CONSULTING ENGINEERS AND GEOLOGISTS
536 GALVESTON STREET - WEST SACRAMENTO, CALIFORNIA 95691 - (916) 371-1690

OTHER OFFICES
SANTA ROSA
ANAHEIM
WOODLAND HILLS

September 22, 1975

Lloyd H. Roberts, Director
Department of Public Works
292 West Beamer Street
Woodland, California 95695

Micro Fiched

Attention: Hulon Rice

Subject: Foundation Investigation 375/63
Willow Slough Bridge at County Roads 28H & 105

Dear Mr. Roberts:

I have inspected the above site and am pleased to present the following proposal to furnish foundation investigation services for design of the proposed bridge. Such services include drilling and sampling of test borings, field and laboratory soil testing, analysis of data, the "Log of Test Borings" drawing and report of investigation and recommendations.

It is our understanding that a new crossing is to be constructed at the above location, per Mr. Rice's transmittal of September 19. The structure is indicated to be on a tangent alignment approximately defined as 380 ft west of existing County Road 105 intersection with County Road 29 at County Road 29, and 640 ft west of the intersection of the northerly extension of County Road 105 with County Road 28H at County Road 28H. It is indicated to be 28 ft wide and 400 ft long, of reinforced concrete construction with 50± ft spans supported on "open"-abutments and pile bents skewed ±35 degrees. Deck grade is to be slightly above existing levee road (C.R. 29) grade; no channel work is anticipated.

Four test borings 40-60ft deep are anticipated to delineate foundation support materials. Exploration would be performed in a manner consistent with that employed by the Division of Highways in making foundation investigations for bridges on the State Highway System. Field soils tests and observations would be supplemented by laboratory soil testing as necessary to define foundation support materials characteristics. The borings would

be logged and all field tests performed, or directly supervised, by a qualified engineer/geologist. Field and laboratory data would be evaluated and analyzed in accordance with current foundation engineering practice and consistent with the procedures of the California Bridge Department. The logs of the borings and results of tests would be presented on a "Log of Test Borings" drawing considered suitable for inclusion with contract plans.

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The report of investigation summarizes the results of study, includes the "Log of Test Borings" drawing and makes definite recommendations for type, elevation and loading of foundation elements. Where footing foundations are suitable and desirable, elevations and allowable soil pressures are given. Where piles are required--and/or desirable and feasible, as anticipated for this site and structure--recommendations for pile types, loading, penetration and installation criteria are furnished. Pile installation criteria include minimum penetrations required, estimated lengths and evaluation of load capacity. The report also discusses scour, groundwater and other subsurface conditions which may be encountered as they affect foundations, and makes recommendations for their consideration in design and construction. Seismic evaluation of the site would be made in accordance with current Bridge Department practice and as based upon foundation support data generated by this study. Our services also include a review of final foundation design and consultation on questions concerning foundation conditions at the site which may arise during design or construction.

We are prepared to furnish the above services for a total cost not to exceed $2,700.00 (assuming site trafficability conditions approximating those presently existing); the final cost--subject to this maximum--would be determined by the time required and our current schedule of fees, attached. We appreciate your consideration in this work. If we can clarify or amplify any of the foregoing, or if we have mis-interpreted the desired scope of work, please call on us.

Very truly yours,

MOORE & TABER-NORTHERN CALIFORNIA

H. R. Taber

H. R. Taber

HRT/lh

Attachment: "Fee Schedule"

EXHIBIT "B"

MOORE & TABER NORTHERN CALIFORNIA
CONSULTING ENGINEERS AND GEOLOGISTS

FEE SCHEDULE

ENGINEERING & FIELD SERVICES

Micro Fiched

Managing Engineer/Geologist	$32.00/hour
Supervising Engineer/Engineering Geologist (Registered/Certified)	28.00/hour
Senior or Project Engineer/Engineering Geologist (Registered/Certified)	25.00/hour
Field Engineer/Engineering Geologist (II)	21.00/hour
Field Engineer/Engineering Geologist (I)	19.00/hour
Technical Supervisor	20.00/hour
Senior Soils Technician	18.00/hour
Soils Technician (Fill Inspection/Testing)	15.00/hour
Field or Technical Assistant	12.00/hour
Drafting	15.00/hour
Special Consultation-Principals	50.00/hour
Professional Testimony-Full Day or Fraction Thereof (Depositions at hourly equivalent)	400.00/day
Drilling & Sampling-Auger/Rotary Rig & Crew*	40.00/hour
Drilling & Sampling-Portable/Skid or Jeep-mounted Rig & Crew*	34.00/hour

*Complete, includes "normal" complement of soil sampling gear (samplers, liners, etc) and "in-boring" test equipment (SPT, penetrometer, etc)--Additional charges for "special" sampling/"in-boring" test equipment (diamond coring, shelby samples, vane shear, flow meters, packers, inclinometer, etc).

Penetration Tests-Compressor, Air Hammer and Crew	33.00/hour
Auxiliary Field Equipment -	
Automobile or Pick-up	14.00/day
4 x 4 Truck	32.00/day
1½-Ton Flat-bed Truck	24.00/day
"Weasel" Tractor	100.00/day
Drilling Barge and Boat, Complete	240.00/day
Seismic Equipment (single channel) or Resistivity Equipment	5.00/hour
Nuclear Compaction Test Equipment	4.00/hour
Vehicle Use for Engineers, Geologists and Technicians	0.22/mile or 1.75/hour
Per Diem Allowance for Field Living Expenses -	
Technical Personnel	20.00/day
Drilling Crew	35.00/day
Seismic/Resistivity Crew	37.00/day
Special Investigation and/or Field Testing Programs	By Arrangement
Outside Equipment Rental and Services (Backhoe, Bulldozer, etc.)	Cost + 15%
Other Expenses at Cost	
Requested Overtime at 130% of Regular Rates	

July 1, 1975

EXHIBIT "B"

MOORE & TABER NORTHERN CALIFORNIA
CONSULTING ENGINEERS AND GEOLOGISTS

FEE SCHEDULE

LABORATORY TESTING

General Laboratory Testing - Equipment and Operator	$18.00/hour
Special Laboratory Testing (triaxial compression, permeability, etc.)	20.00/hour
Special Sample Preparation	15.00/hour
	Micro Fiched
Direct Shear Test (at natural moisture)	7.00/test
Direct Shear Test (saturated and consolidated)	10.00/test
Direct Shear Test-Remolded (saturated and consolidated	18.00/test
Consolidation Test Without Rate Data	30.00/test
Consolidation Test-Rate Data on Single Load Increment.	15.00/each
Unconfined Compression Test (tube samples)	8.00/test
Unit Dry Weight-Moisture Content (undisturbed samples)	4.00/test
Moisture Content	0.50/test
Specific Gravity - Aggregate	15.00/test
Specific Gravity - Fine Grained Soils	20.00/test
Maximum Dry Density-Optimum Moisture--AASHO T-99, ASTM D 698	50.00/each
Maximum Dry Density-Optimum Moisture--AASHO T-180, ASTM D 1557.	60.00/each
Maximum Dry Density-Optimum Moisture--CTM 216	70.00/each
Grain Size Analysis-Dry Sieve (coarse or fine series).	12.00/series
Grain Size Analysis-Wet Sieve (coarse or fine series).	18.00/series
Wash-Minus 200 Sieve (ASTM 1140).	12.00/test
Grain Size Analysis (ASTM D 422).	40.00/test
Sand Equivalent	15.00/test:30.00/set of 3
Liquid Limit	15.00/test
Plastic Limit	15.00/test
Shrinkage Limit	15.00/test
Expansion Test-Undisturbed.	8.00/test
Expansion Test-Remolded (Expansion Index).	20.00/test
Corrosivity Test (pH/minimum resistivity).	30.00/test
Resistance Value	75.00/test
Resistance Value (Lime or Cement Treated).	100.00/test
Los Angeles Abrasion Test	35.00/test
Sodium Sulfate Soundness (5 cycle)	25.00/size
Durability Index (coarse or fine)	37.50/test

July 1, 1975

JBR:kl

RECEIVED
NOV - 3 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 75-333

A JOINT EXERCISE OF POWERS AGREEMENT FOR THE PURPOSE OF PROVIDING FOR THE IMPLEMENTATION, OPERATION AND MANAGEMENT OF AN EMERGENCY MEDICAL SERVICE COMMUNICATIONS SUB-SYSTEM IN THE COUNTIES OF EL DORADO, NEVADA, PLACER, SACRAMENTO, SIERRA AND YOLO, STATE OF CALIFORNIA

THIS AGREEMENT, dated the 1st day of November, 1975, by and between:

COUNTY OF EL DORADO
State of California

COUNTY OF NEVADA
State of California

COUNTY OF PLACER
State of California

COUNTY OF SACRAMENTO
State of California

COUNTY OF SIERRA
State of California

COUNTY OF YOLO
State of California

Micro Filmed

R E C I T A L S:

WHEREAS, under the provisions of the Government Code, State of California (Section 6500, et seq.), the parties hereto may jointly exercise powers common to all; and

WHEREAS, there now exists within the area of jurisdiction of the parties hereto, an urgent and demonstrated need as defined under the Highway Safety Act (Section 402(c) of Public Law 89-564 as amended by Public Law 91-605) to improve the Emergency Medical Service Communications, and to jointly undertake necessary solutions; and

WHEREAS, the parties hereto desire to create and participate in the Joint Powers Agency hereinafter established;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

PURPOSE

The purpose of this agreement is to accomplish a unified action by county governments in developing solutions to multi-county emergency

FILED
NOV - 3 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Lopez
Deputy

medical service communications problems by implementing, operating and managing an emergency communications sub-system by and through a Joint Powers Agency which, among other things, may receive federal grants; and

to provide necessary on-going management of the Emergency Medical Service Communications Sub-System for maximum utilization of equipment, facilities and services.

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ARTICLE II

TERM

A. This agreement shall become effective as of the date of approval of all six counties named herein and shall continue in full force and effect for a period of ten (10) years or until terminated as set forth in Article VII.

B. It is the specific intent of each county approving this agreement that it become effective only after it has been approved by all six counties. Therefore, unless all counties named herein have given their approval within ninety (90) days following approval of the first county, this agreement shall have no effect whatsoever.

C. It is further the specific intent of each county approving this agreement that, should the Office of Traffic Safety of the State of California or the Department of Health, Education and Welfare fail to provide, within one year of the effective date of this agreement, the necessary funding to purchase and install said Emergency Medical Communication Sub-System serving the member counties, this agreement shall cease and terminate.

ARTICLE III

COMMUNICATIONS SUB-SYSTEM ADMINISTRATION

A. Council

There is hereby created pursuant to the Joint Exercise of Powers Act an agency to be known as the Sierra-Sacramento Val

Emergency Medical Care Coordinating Council, herein referred to as "Council" which agency for the purpose specified in this agreement shall be as an entity separate from the parties to this agreement.

B. Board of Directors

The Council shall be governed by a Board of Directors herein referred to as "Board" composed of six (6) voting members selected as follows:

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1. One (1) member of the Board of Supervisors of each County which is a party hereto.

2. The Administrator of the Sacramento County Health Agency and the chairman of each member's emergency medical care committee shall be non-voting, ex-officio members.

3. Each appointing authority may make provision for the appointment of an alternate as it deems necessary. Such alternate may vote in the place of an absent voting member if so authorized by the appointing authority. Each member shall have an equal vote.

C. Fiscal Agent

The County of Sacramento is designated as the Fiscal Agent by each member county to act on behalf of the Council and to be responsible for all fiscal management under the terms of this agreement. Said county shall be entitled to receive "project indirect costs" in accordance with the funding procedures of the Office of Traffic Safety of the State of California and the Department of Health, Education and Welfare for acting as fiscal agent.

D. Contracts

In order to achieve the purpose of this agreement, the Council may make and enter into contracts, including contracts with public and private organizations and individuals, employ agents and

employees, secure necessary services and materials in accordance with grant awards, and sue and be sued in its own name. No contract of the Council may extend beyond the term of this agreement and any renewals thereof.

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E. Liabilities

The liabilities and obligations of the Council shall not be binding on the parties to this agreement. The Council agrees to hold each of the parties to this agreement free and harmless from any claims of liability or damage arising from activities of the Council. The Council shall obtain liability insurance containing limits of liability in such amount as the Board of Directors determines is necessary to cover the risk of liability incurred by the activities of the Council. The Council shall cover all employees with Workmen's Compensation Insurance.

F. Grants

The Council may with member approval and through its fiscal agent, apply for and receive State, Federal, local government and private organizational grants, and may receive the contributions or donations from any source for the implementation of the purposes of the Council as stated herein. The Council may earn and expend income for activities undertaken for its purpose.

G. Rules

The Board of Directors of the Council shall adopt rules for the government of the Council and for the conducting of the business of the Board. Such rules shall provide for regular meetings of the Board of Directors at a date and time certain, and shall make provision for an annual independent audit. Such rules shall also provide for the compensation and privileges of the employees of the Council, including control of travel and travel expenses at rates equal to the rates of the State of California. Such rules shall also provide for an annual report

of the activities to be made to the Board of Supervisors of the counties which are parties thereto, which report shall include a specific itemization of all revenues and expenditures of the Council, including the annual audit report, and itemization of employee benefits paid and all expenses that have been allowed to employees of the Council. The Council shall elect a chairman and vice chairman to serve for one year and shall also appoint a secretary who need not be a member of the Council.

ARTICLE IV

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EMERGENCY MEDICAL COORDINATING RADIO SYSTEM

A. Licensing

The Emergency Medical Service Communications Sub-System shall be licensed on suitable special emergency radio frequencies in accordance with Section 89.503 of the Rules and Regulations of the Federal Communications Commission.

1. The Council shall be the licensee of the radio equipment utilized as part of this EMS Communications System, except as follows:

a. VHF Special Emergency Base Stations installed in hospitals.

b. Non-UHF base and mobile radios utilized by public or private ambulance services.

c. Paging base stations utilized by hospitals.

2. Each member county agrees that this radio system shall be operated only in accordance with Federal Communications Commission Rules and Regulations pertaining to medical communications and further subject to only those purposes permitted by the Council.

3. Each member county agrees that the operation of all such radio equipment by its personnel shall at all times, be

subject to control of the Council and that the Council shall have unrestricted access to such radio equipment.

4. The Council shall not authorize or permit the use of such radio system for any non-medical purposes.

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B. Equipment

The Council shall, prior to distributing any radio equipment to any ambulance operator, hospital or other medical institution, obtain and keep on file with its Federal Communications Commission Records and with the County wherein the equipment is to be located, an agreement between the Council and said ambulance operator, hospital or other medical institution relating to radio licensing, operation, licensee control, equipment ownership and user liability.

ARTICLE V

RADIO EQUIPMENT

A. All radio equipment supplied by funding from the Office of Traffic Safety of the State of California, the Department of Health, Education and Welfare or any other appropriate source for the Emergency Medical Communications Sub-System shall become the property of each member county in which it is installed and may only be utilized for the purposes for which intended under the terms of the funding grant. The Mobile Relay Station located on Mt. Vaca is the responsibility of the County of Sacramento, and the Mobile Relay Station at South Lake Tahoe is the responsibility of the County of El Dorado.

B. Each member county becomes responsible for replacement when necessary of said radio equipment operated within its county except as provided by separate agreements with each ambulance operator or hospital.

ARTICLE VI

MEMBER COUNTY ADDITIONAL RESPONSIBILITIES

A. The following responsibilities for proper operation of

the Emergency Medical Communications Sub-System shall be assumed by the member counties at their sole cost, less any operations or maintenance funding that may be provided by the Office of Traffic Safety of the State of California, the Department of Health, Education and Welfare, or other sources.

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1. The installation, maintenance and repair of all mobile radios installed in ambulances within their county.

2. The maintenance and repair of all mobile relay stations assigned to each county, together with any costs for radio vault lease, power, emergency generator, etc., as required.

3. The maintenance and repair of all base and control stations and EMRCC equipment within each county, together with the associated remote control.

4. The maintenance and repair of all base stations and associated consoles installed in each hospital.

5. All such radio equipment shall be maintained to a level designated by the Council.

B. Each member county shall supply a copy of all radio service work orders showing all installation, maintenance and repair work performed on all radio equipment under its service control. Where applicable, such service work orders shall contain sufficient information to insure that applicable FCC Rules and Regulations have been met.

ARTICLE VII

TERMINATION

A. Notwithstanding anything to the contrary hereinbefore contained, it is understood and agreed that any party to this agreement may cease to be a party hereto and may withdraw from

membership in the Joint Powers Agreement by the adoption by its Board of Supervisors of a resolution of intention to withdraw addressed ninety (90) days before the effective date of withdrawal but in no case to be effective prior to completion of the current fiscal year.

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B. The County withdrawing in accordance with Section A of this article, agrees to continue to operate any radio station serving in whole or in part, any other member county retaining membership in the agreement until said radio equipment can be transferred to the adjacent county responsibility and arrangements made for its continued operation but continued operation by a terminating county shall not be required more than one hundred eighty (180) days after the date of termination.

C. If, at any time after the effective date of this agreement, more than four of six of the counties that are parties to this agreement have withdrawn, this agreement shall terminate.

D. Upon termination of this agreement, any money or assets, except funded radio equipment in possession of the Council for use under this agreement, after payment of all liabilities, cost expenses and charges incurred under this agreement shall be returned to the parties in proportion to their contributions determined as of the time of termination. All funded radio equipment shall be disposed of in a manner prescribed by the appropriate grantor agency.

E. No expenses shall be incurred in exress of available funds for the establishment and operation of the Council established pursuant to the Joint Exercise of Powers Act without prior written approval of the six (6) member counties. Such approved expenses shall be borne by the members on a pro-rata basis based on population as estimated by

the Department of Finance of the State of California. Expenses incurred shall not include travel expenses or per diem allowances for county members. Said expenses or allowances shall be borne by each county.

IN WITNESS WHEREOF, the undersigned counties of the State of California have executed this agreement upon the respective dates set forth after their signatures.

Micro Fiched

COUNTY OF EL DORADO

Aug. 12, 1975
Chairman Date of Approval
Board of Supervisors

COUNTY OF NEVADA

10/14/75
Chairman Date of Approval
Board of Supervisors

COUNTY OF PLACER

10/7/75
Chairman Date of Approval
Board of Supervisors

COUNTY OF SACRAMENTO

10/1/75
Chairperson Date of Approval
Board of Supervisors

COUNTY OF SIERRA

10/21/75
Chairman Date of Approval
Board of Supervisors

COUNTY OF YOLO

10/10/75
Chairman Date of Approval
Board of Supervisors

AGREEMENT NO. 75-334

RECEIVED
DEC - 2 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AMENDMENT TO CONTRACT BETWEEN THE
BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF SUPERVISORS
OF THE
COUNTY OF YOLO

FILED
DEC - 2 1975
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

The Board of Administration, Public Employees' Retirement System, hereinafter referred to as Board and the BOARD OF SUPERVISORS of the COUNTY OF YOLO, hereinafter referred to as Public Agency having entered into a contract under date of November 5, 1959, effective January 1, 1960, as amended effective January 1, 1961, February 1, 1964, January 1, 1971, and November 1, 1973, and as provided by Chapters 170 and 316, Statutes of 1971, which provide for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

Micro Fiched

A. Paragraph 5 shall be stricken from said contract and the following paragraphs substituted therefor:

5. The following additional provisions of the Public Employees' Retirement Law which apply only upon election of a contracting agency shall apply to the Public Agency and its employees:

a. The fraction of final compensation to be provided for each year of credited prior and current service as a local safety member shall be reduced for members covered under Federal Social Security in accordance with Section 21252.45 of said Retirement Law providing that said fraction shall be reduced by one-third for application to the first $400.00 per month of final compensation of any member whose position is covered by Federal Social Security for all service of such member, whether or not the service is included in Federal Social Security.

b. Section 20952.5 (providing for age 50 as the minimum voluntary retirement age for local safety members with benefit payments commencing prior to age 55 subject to actuarial discount).

c. Section 20930.3 (providing service credit up to four years for any continuous military or merchant marine service for persons who are members because of employment by Public Agency).

B. Paragraph 5.5 shall be added to said contract:

5.5 Public Agency, in accordance with Section 20740, Government Code, shall cease to be an "employer" for purposes of Chapter 6 of the Public Employees' Retirement Law effective as of the effective date of this amendment to this contract. Accumulated contributions of the Public Agency as of the date of such amendment shall be fixed and determined as provided in Section 20759, Government Code, and such accumulated contributions and contributions hereafter made shall be held by the Board as provided in Section 20759, Government Code.

C. Paragraph 7 (a) and 7 (b) shall be stricken from said contract, and the following 7 (a) and 7 (b) shall be substituted therefor:

7. Public Agency shall contribute to said Retirement System as follows:

a. With respect to miscellaneous members, the Public Agency shall contribute the following percentages of monthly salaries earned as miscellaneous members of said System:

(1) 0.90 percent until June 30, 2000 on account of the liability for prior service benefits.

Micro Fiched

(2) 6.13 percent on account of the liability for current service benefits.

b. With respect to local safety members, the Public Agency shall contribute the following percentages of monthly salaries earned as local safety members of said System:

(1) 2.076 percent until June 30, 1991 on account of the liability for prior service benefits.

(2) 11.422 percent on account of the liability for current service benefits.

D. This amendment shall be attached to said contract and shall become effective on the 1st day of December, 1975.

Witness our hands this 27th day of October, 1975.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

ORIGINAL SIGNED:
BY Carl J. Blechinger
Carl J. Blechinger, Executive Officer

BOARD OF SUPERVISORS
OF THE
COUNTY OF YOLO

BY Betty A Marchand
Presiding Officer Chairman

Attest:

LAURENCE P. HENIGAN
Clerk

By [illegible] DEPUTY

Approved as to form:

Lloyd C. Graybill
Lloyd C. Graybill, Administrative Adviser

Approved as to form

Ret. Form 702-2

COSD NUMBER HERE

XEROX

YOLO COUNTY AGREEMENT NO. 75-335

Government Service Agreement

FILED

OCT 29 1975

LAURENCE P. HANNIGAN, Clerk

By Barbara Rodgers Deputy

Micro Fiched

Xerox agrees to furnish and Customer agrees to hire the services of

ONE XEROX 660 — PRE CODE 28611

to be installed at the address(es) indicated below, subject solely to the following terms and conditions: (a) in the case of a federal government agency, the terms and conditions of the contract between Xerox Corporation and the General Services Administration as revised from time to time; (b) in the case of a state or local governmental agency, the terms and conditions in Xerox Corporation's State and Local Government Price List, Schedule C, as revised from time to time.

Contract No.	Group No.

Customer Name and Billing Address	Installation Address
YOLO COUNTY PROBATION DEPARTMENT	YOLO COUNTY PROBATION DEPARTMENT
P.O. BOX 271 WOODLAND CA 95695	1520 MARIELEY AVENUE W. SACTO CA 95691

Earliest Customer Acceptance Date ASAP

XEROX COPY

Equipment Purchase Order Required ☐ Yes ☐ No, If Yes Complete Below:

Equipment Purchase Order No.: From / / To / /

Special Reference Number:

Customer authorizes initial supplies: OK developer only (Customer Initials) No

Supply Purchase Order No.: Supply Agreement No.:

Supply Purchase Order ☐ Not Necessary ☐ Attached ☐ To Follow

CUSTOMER'S SIGNATURE

By: COUNTY OF YOLO

Title: Betsy C. Marchand

CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA

XEROX CORPORATION

By: [signature] Date: 10/15/75

Title: SR Empl. No. 6411 Branch 5102

CUSTOMER COPY

Form 50032 (10-73) Printed in U.S.A.

BOOK 300 PAGE 172

AGREEMENT NO. 75-336

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 18th day of August, 19 75, a certain oil and gas lease was made, executed, and delivered by Delphia Biddick, a widow
3141 Franklin Street - Apt. 6
San Francisco, California 94123

as Lessor, to David M. Dayvault, 1415 KSB&T Bldg., Wichita, Kansas
as Lessee, covering the following-described lands in Texas County, State of Oklahoma, to-wit:

Lots 3 & 4 and East Half Southwest Quarter (E/2 SW/4)
Section 31, Township 4 North, Range 12 ECM

Micro Fiched

FILED
DEC 16 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
DEPUTY

said lease being recorded in Book ____ at Page ____ of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 27th day of October, 1975

David M. Dayvault

CHAIRMAN, BOARD OF SUPERVISORS,
County of Yolo, State of Calif.

STATE OF ____ }
COUNTY OF ____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Yolo County and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this ____ day of ____, 19 ____, personally appeared ____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 27th day of October, 19 75, before me the undersigned County Clerk of the County of Yolo, personally appeared Betsy A. Marchand, Chairman of the Board, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 27th day of October, 19 75

LAURENCE P. HENIGAN, COUNTY CLERK

By ____, Deputy

BOOK 500 PAGE 173

STATE OF Kansas
COUNTY OF Sedgwick } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 12th day of November, 19 75, personally appeared David M. Dayvault and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

MARILYN S. GLYNN
Sedgwick County, Ks.
My Appmt. Exp. Oct. 13, 1979

Notary Public

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STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this
day of , 19 , personally appeared
and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

Notary Public

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this day of , 19 , before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came , president of , a corporation of the State of , personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires

Notary Public

426267

No.

RATIFICATION OF OIL AND GAS LEASE

FROM

TO

Date , 19
Section Twp. Rge.
No. of Acres Term
County

STATE OF Oklahoma
County of Texas } ss:

This instrument was filed for record on the 14 day of November, 19 75 at 10:15 o'clock A. M., and duly recorded in Book 500 Page 172 of the records of this office. Fee: $2.50

Beatrice M. Stice
Register of Deeds

By: A.R. Cassity Clerk

When recorded, return to

THE KANSAS BLUE PRINT CO.
WICHITA, KANSAS
PHOTOSTAT SERVICE-UP-TO-DATE OIL MAPS

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this
day of , 19 , personally appeared
and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

Notary Public

LLM1
Form 88 (Producers) Rev. 4-67
Kans. - Okla. - Colo.

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this 15th day of August, 19 75

between Delphia Riddick, a widow
3141 Franklin Street - Apt. 6
San Francisco, California 94123
hereinafter called lessor,

and David M. Dayvault, 1415 KONST Bldg., Wichita, Ks.
Ten & More
hereinafter called lessee, does witness

1. That lessor, for and in consideration of the sum of Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and their respective constituent vapors, and all other gases and for constructing roads, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, the following described land with any reversionary rights therein being situated in the County of Texas, State of Oklahoma, and described as follows:

Lots 3 & 4 and East Half Southwest Quarter (E/2 SW/4)
Section 31, Township 4 North, Range 12 ECM

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containing 154.42 acres, more or less.

2. This lease shall remain in force for a term of five (5) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well. If said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof, at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds from the sale of gas as such at the mouth of the well where gas, condensate, distillate or other gaseous substance is found, and where such gas is not sold or used lessee may pay or tender annually at the end of each yearly period dating from the completion of the first such gas well during which such gas is not sold or used, as in lieu royalty, whether one or more wells, an amount equal to the delay rental provided in paragraph 5 hereof and while said in lieu royalty is so paid or tendered it will be considered under all provisions of this lease that gas is being produced in paying quantities, the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessee's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 18th day of August, 19 76, the lessee shall pay or tender to the lessor or for the lessor's credit in the Wells Fargo Bank, San Francisco, California 94102, or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes in the ownership of said land or in the oil and gas or in the rentals to accrue hereunder, the sum of One Hundred Fifty-four & 42/100---- Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessees or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Not withstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion, and rentals hereunder shall be increased at the next succeeding rental anniversary after written notice of such reversion by lessor to lessee, provided said notice is received by lessee at least 30 days prior to any such rental anniversary.

7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding upon the undersigned grantee, devisee, administrator, executor, or heir of lessor.

9. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

11. If at any time prior to discovery of oil or gas on said land, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental payment date next ensuing after the expiration of three months from the date of completion of the dry hole or cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, the lease shall remain in force so long as operations are prosecuted, either on the same well or any other well thereafter commenced, with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to the unavailability of the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases adjoining same or in the vicinity thereof, when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be of tracts adjoining same or in the vicinity thereof as to form a compact unit or units, and to be in a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas and/or condensate or distillate well. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

Delphia Riddick

STATE OF California }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of August, 19 75, personally appeared Delphia Biddick, a widow and _____,

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____

_____
Notary Public.

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STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____,

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____

_____
Notary Public.

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

On this _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____ to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____

_____
Notary Public.

No. _____

OIL AND GAS LEASE

FROM _____

TO _____

Date _____, 19____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

_____ County

STATE OF _____ }
County of _____ } ss:

This instrument was filed for record on the _____ day of _____, 19____

at _____ o'clock ___ M., and duly recorded in Book _____ Page _____ of the records of this office.

_____ Register of Deeds.

By _____

When recorded, return to _____

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____,

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____

_____
Notary Public.

OIL AND GAS LEASE

JUL 25 1974

THIS AGREEMENT made and entered into this 30th day of May, 19 74

by and between Delphia Biddick and Allegra Campbell, both widows

2635 Fillmore St., Eugene, Oregon 97405

Lessor (whether one or more) and THE AUSCHUTZ CORPORATION, 1110 Denver Club Bldg., Denver, Colo. 80202 Lessee

WITNESSETH: That the said lessor, for and in consideration of Ten and 00/100---------- Dollars ($ 10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements hereinafter contained to be performed by lessee, lessor does hereby grant and lease unto said lessee, its successors and assigns, for the purpose of exploring by geophysical and other methods, and operating for and producing oil and gas, and all constituent products thereof, including casinghead gas, casinghead gasoline, and other minerals produced with oil and gas, and for the purpose of building and using roads, canals, pipelines, tanks, power stations, telephone lines, and other structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Cheyenne, State of Colorado, and described as follows, to-wit:

An undivided one-sixth (1/6) interest in and to the oil, gas, minerals and mineral rights in and under Township 4 North, Range 4 East, C.M.

Section 13: S½

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Together with all submerged lands, accretions, strips and gores adjacent or contiguous thereto and owned by lessor, which land shall, for the purpose of calculating the amount of any money payments provided for or required by the terms of this lease, be considered to contain exactly 320 acres, whether there is more or less.

To have and to hold for a primary term of Five (5) years from this date (hereinafter called "primary term") and as long thereafter as oil, gas, sulphur, casinghead gas, casinghead gasoline, and other minerals may be produced from said lease pursuant to the provisions hereof, or operations for the drilling or production thereof are conducted as hereinafter provided.

In consideration of the premises, it is hereby mutually agreed as follows:

1. To deliver free of cost to the lessor at the credit of lessor into the pipe line to which lessee may connect its well, an equal one-eighth (1/8th) part of all oil produced and saved from the leased premises or at the lessee's option to pay to the lessor for such one-eighth (1/8th) the market price at the wellhead for oil of the same grade and gravity prevailing on the day such oil is run into the pipe line or storage tanks.

2. To pay the lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or other products, a royalty of one-eighth (1/8th) of the amount realized from such sale, and to pay lessor one-eighth (1/8th) of the gas produced from any oil well and used by the lessee in the operation thereof or for the manufacture of casinghead gasoline or dry gas, and if such gas is not sold or used, to pay lessor a royalty of one-eighth (1/8th) of the market value thereof at the mouth of the well, but in no event more than one-eighth (1/8th) of the amount realized from the sale thereof.

3. If gas from any well on the leased premises capable of producing gas in commercial quantities is not sold or used off the premises or in the manufacture of gasoline for a period of one year from the date such well is completed or from the expiration of any gas royalty period, then lessee shall become obligated to pay as royalty for such annual period a sum equal to the delay rental provided for in this lease for the next ensuing gas royalty period, and payable on or before the anniversary date of this lease following the end of any such gas royalty period. Thereafter, so long as the royalty payments are made as aforesaid, and in consideration of the payments and the agreement to make them, it is agreed that this lease shall not terminate because gas is not sold or used off the premises or in the manufacture of gasoline for the remainder of the then current primary term or any extension thereof. If, however, at the end of the primary term or any extension thereof, gas is capable of being produced from a well on the leased premises but is not sold or used, and if lessee is not then engaged in operations for the drilling of a well or for the reworking of a dry hole or for the production of oil or gas, this lease shall terminate unless lessee on or before the end of the primary term or any extension thereof shall pay or tender to lessor the sum of $ 320.00 , which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well for a period of one (1) year from said date. In like manner and upon like conditions the commencement of operations for the drilling of a well may be further deferred for like periods successively. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to lessee to defer the commencement of operations for the drilling of a well for the period of one (1) year from the date hereof, but also lessee's option to extend the primary term of this lease for an additional period of two (2) years, and all other rights conferred upon the lessee. Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises, and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the released acreage or obligations thereafter to accrue with respect to the acreage so released. If lessee shall commence drilling operations on the leased premises during the last year of the primary term or any extension thereof, or if lessee shall be conducting drilling operations on the leased premises on the expiration date of the primary term or any extension thereof, this lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises in paying quantities. If, prior to the discovery of oil or gas on the leased premises or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, no shut-in royalty shall be due until the expiration of one hundred eighty (180) days from the date of such cessation, and if lessee commences operations for the drilling of a new well prior to the expiration of said one hundred eighty (180) days, it shall be considered that operations are being conducted during the entire year. If after the discovery of oil or gas on the leased premises or on acreage pooled therewith, the production of all wells should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or if lessee commences operations for the drilling of a new well within sixty (60) days from the date of such cessation, and this lease shall remain in force and effect during the prosecution of such operations and if production results therefrom, then for so long as oil or gas is produced from the leased premises in paying quantities.

4. Lessee is granted the right, from time to time while this lease is in force, to pool or unitize the leasehold estate and the oil and gas rights in the leased premises or any portion thereof, with any other lands in the same general area by entering into a pooling or unitization agreement or declaration of unitization, or both. Such pooling or unitization may be entered into either before or after the commencement of operations for or production of oil or gas from the leased premises, and the terms, conditions, and provisions of such agreement or declaration shall be binding on the lessee, whether or not lessee owns any working interest in any of the lands covered by such pooling or unitization agreement or declaration at the time it is executed. Lessee is granted the right to change the size and shape of any pooled or unitized tract or tracts hereunder in order to conform to the well spacing or density pattern prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of forming any pooled or unitized tract hereunder, oil or gas obtained from any well capable of producing oil or gas in paying quantities shall be considered as obtained from a well located on the leased premises when the drilling operations are conducted on the leased premises. Production of oil or gas from any such pooled or unitized tract shall be considered, for all purposes except the payment of royalty, as if such production were from the leased premises. There shall be allocated to the leased premises included in any such tract such proportion of the total production of oil or gas from wells thereon, or the proceeds thereof, as the number of surface acres covered by this lease and included in such tract bears to the total number of surface acres included in such tract. Royalties hereunder shall be computed on the production so allocated or proceeds thereof as aforesaid.

5. In the event lessor owns less than the entire fee simple estate in the above described land, the royalties and rentals herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the entire fee simple estate. If lessor owns an undivided interest in all or any part of the land described herein, the royalties and rentals herein provided shall be paid to lessor only in the proportion which the acreage owned by lessor bears to the total acreage in such land. Lessor hereby warrants and agrees to defend the title to the lands described herein, and agrees that lessee at its option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the above described lands, and in the event it exercises such option it shall be subrogated to the rights of the party receiving such payment. Lessee may withhold payments of delay rentals and royalties accruing hereunder until the title to the premises has been examined to lessee's satisfaction and any defect has been corrected, but lessee shall not be liable for interest on such payments after they are released to lessor. If lessee commences operations for drilling during the last year of the primary term or any extension thereof, or if lessee shall be conducting drilling operations on the leased premises on the expiration date of the primary term or any extension thereof, this lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises in paying quantities. If, prior to the discovery of oil or gas on the leased premises or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, no shut-in royalty shall be due until the expiration of one hundred eighty (180) days from the date of such cessation, and if lessee commences operations for the drilling of a new well prior to the expiration of said one hundred eighty (180) days, it shall be considered that operations are being conducted during the entire year. If after the discovery of oil or gas on the leased premises or on acreage pooled therewith, the production of all wells should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or if lessee commences operations for the drilling of a new well within sixty (60) days from the date of such cessation, and this lease shall remain in force and effect during the prosecution of such operations and if production results therefrom, then for so long as oil or gas is produced from the leased premises in paying quantities.

6. Lessee is granted the right, from time to time while this lease is in force, to pool or unitize the leasehold estate and the oil and gas rights in the leased premises or any portion thereof, with any other lands in the same general area by entering into a pooling or unitization agreement or declaration of unitization, or both. Such pooling or unitization may be entered into either before or after the commencement of operations for or production of oil or gas from the leased premises, and the terms, conditions, and provisions of such agreement or declaration shall be binding on the lessee, whether or not lessee owns any working interest in any of the lands covered by such pooling or unitization agreement or declaration at the time it is executed. Lessee is granted the right to change the size and shape of any pooled or unitized tract or tracts hereunder in order to conform to the well spacing or density pattern prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of forming any pooled or unitized tract hereunder, oil or gas obtained from any well capable of producing oil or gas in paying quantities shall be considered as obtained from a well located on the leased premises when the drilling operations are conducted on the leased premises. Production of oil or gas from any such pooled or unitized tract shall be considered, for all purposes except the payment of royalty, as if such production were from the leased premises. There shall be allocated to the leased premises included in any such tract such proportion of the total production of oil or gas from wells thereon, or the proceeds thereof, as the number of surface acres covered by this lease and included in such tract bears to the total number of surface acres included in such tract. Royalties hereunder shall be computed on the production so allocated or proceeds thereof as aforesaid.

7. If lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or on acreage pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of paragraph 4 or 6 above, or if all production (whether or not in paying quantities) ceases from any cause during the primary term, and if lessee does not commence operations for the drilling of a well or for the reworking of a dry hole within sixty (60) days after the completion of a dry hole or after the cessation of production, lessee shall be liable for interest on such payments after they are released to lessor. If lessee commences operations for drilling during the last year of the primary term or any extension thereof, or if lessee shall be conducting drilling operations on the leased premises on the expiration date of the primary term or any extension thereof, this lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises in paying quantities. If, prior to the discovery of oil or gas on the leased premises or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, no shut-in royalty shall be due until the expiration of one hundred eighty (180) days from the date of such cessation, and if lessee commences operations for the drilling of a new well prior to the expiration of said one hundred eighty (180) days, it shall be considered that operations are being conducted during the entire year. If after the discovery of oil or gas on the leased premises or on acreage pooled therewith, the production of all wells should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or if lessee commences operations for the drilling of a new well within sixty (60) days from the date of such cessation, and this lease shall remain in force and effect during the prosecution of such operations and if production results therefrom, then for so long as oil or gas is produced from the leased premises in paying quantities.

8. Lessee is granted the right, from time to time while this lease is in force, to pool or unitize the leasehold estate and the oil and gas rights in the leased premises or any portion thereof, with any other lands in the same general area by entering into a pooling or unitization agreement or declaration of unitization, or both. Such pooling or unitization may be entered into either before or after the commencement of operations for or production of oil or gas from the leased premises, and the terms, conditions, and provisions of such agreement or declaration shall be binding on the lessee, whether or not lessee owns any working interest in any of the lands covered by such pooling or unitization agreement or declaration at the time it is executed. Lessee is granted the right to change the size and shape of any pooled or unitized tract or tracts hereunder in order to conform to the well spacing or density pattern prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of forming any pooled or unitized tract hereunder, oil or gas obtained from any well capable of producing oil or gas in paying quantities shall be considered as obtained from a well located on the leased premises when the drilling operations are conducted on the leased premises. Production of oil or gas from any such pooled or unitized tract shall be considered, for all purposes except the payment of royalty, as if such production were from the leased premises. There shall be allocated to the leased premises included in any such tract such proportion of the total production of oil or gas from wells thereon, or the proceeds thereof, as the number of surface acres covered by this lease and included in such tract bears to the total number of surface acres included in such tract. Royalties hereunder shall be computed on the production so allocated or proceeds thereof as aforesaid.

9. Lessee is granted the right, from time to time while this lease is in force, to pool or unitize the leasehold estate and the oil and gas rights in the leased premises or any portion thereof, with any other lands in the same general area by entering into a pooling or unitization agreement or declaration of unitization, or both. Such pooling or unitization may be entered into either before or after the commencement of operations for or production of oil or gas from the leased premises, and the terms, conditions, and provisions of such agreement or declaration shall be binding on the lessee, whether or not lessee owns any working interest in any of the lands covered by such pooling or unitization agreement or declaration at the time it is executed. Lessee is granted the right to change the size and shape of any pooled or unitized tract or tracts hereunder in order to conform to the well spacing or density pattern prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of forming any pooled or unitized tract hereunder, oil or gas obtained from any well capable of producing oil or gas in paying quantities shall be considered as obtained from a well located on the leased premises when the drilling operations are conducted on the leased premises. Production of oil or gas from any such pooled or unitized tract shall be considered, for all purposes except the payment of royalty, as if such production were from the leased premises. There shall be allocated to the leased premises included in any such tract such proportion of the total production of oil or gas from wells thereon, or the proceeds thereof, as the number of surface acres covered by this lease and included in such tract bears to the total number of surface acres included in such tract. Royalties hereunder shall be computed on the production so allocated or proceeds thereof as aforesaid.

10. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in the ownership of the land, rentals or royalties, however accomplished, shall operate or be construed so as to enlarge or increase the obligations or burdens of the lessee, or so as to affect the rights of the lessee hereunder, or so as to impose any additional burden upon the lessee, nor shall it be binding upon the lessee until after the lessee has been furnished by certified mail at its principal place of business with a certified copy of the recorded instrument or instruments evidencing such change of ownership, or with such other evidence thereof as the lessee may reasonably require. In the event of the assignment of this lease as to any part thereof, the lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. Lessee may at any time or times execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the released acreage or obligations thereafter to accrue with respect to the acreage so released. If lessee shall commence drilling operations on the leased premises during the last year of the primary term or any extension thereof, or if lessee shall be conducting drilling operations on the leased premises on the expiration date of the primary term or any extension thereof, this lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty consecutive days, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises in paying quantities. If, prior to the discovery of oil or gas on the leased premises or on acreage pooled therewith, lessee should drill a dry hole or holes thereon, no shut-in royalty shall be due until the expiration of one hundred eighty (180) days from the date of such cessation, and if lessee commences operations for the drilling of a new well prior to the expiration of said one hundred eighty (180) days, it shall be considered that operations are being conducted during the entire year. If after the discovery of oil or gas on the leased premises or on acreage pooled therewith, the production of all wells should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter, or if lessee commences operations for the drilling of a new well within sixty (60) days from the date of such cessation, and this lease shall remain in force and effect during the prosecution of such operations and if production results therefrom, then for so long as oil or gas is produced from the leased premises in paying quantities.

11. Lessee is granted the right, from time to time while this lease is in force, to pool or unitize the leasehold estate and the oil and gas rights in the leased premises or any portion thereof, with any other lands in the same general area by entering into a pooling or unitization agreement or declaration of unitization, or both. Such pooling or unitization may be entered into either before or after the commencement of operations for or production of oil or gas from the leased premises, and the terms, conditions, and provisions of such agreement or declaration shall be binding on the lessee, whether or not lessee owns any working interest in any of the lands covered by such pooling or unitization agreement or declaration at the time it is executed. Lessee is granted the right to change the size and shape of any pooled or unitized tract or tracts hereunder in order to conform to the well spacing or density pattern prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of forming any pooled or unitized tract hereunder, oil or gas obtained from any well capable of producing oil or gas in paying quantities shall be considered as obtained from a well located on the leased premises when the drilling operations are conducted on the leased premises. Production of oil or gas from any such pooled or unitized tract shall be considered, for all purposes except the payment of royalty, as if such production were from the leased premises. There shall be allocated to the leased premises included in any such tract such proportion of the total production of oil or gas from wells thereon, or the proceeds thereof, as the number of surface acres covered by this lease and included in such tract bears to the total number of surface acres included in such tract. Royalties hereunder shall be computed on the production so allocated or proceeds thereof as aforesaid.

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21. Lessee is granted the right, from time to time while this lease is in force, to pool or unitize the leasehold estate and the oil and gas rights in the leased premises or any portion thereof, with any other lands in the same general area by entering into a pooling or unitization agreement or declaration of unitization, or both. Such pooling or unitization may be entered into either before or after the commencement of operations for or production of oil or gas from the leased premises, and the terms, conditions, and provisions of such agreement or declaration shall be binding on the lessee, whether or not lessee owns any working interest in any of the lands covered by such pooling or unitization agreement or declaration at the time it is executed. Lessee is granted the right to change the size and shape of any pooled or unitized tract or tracts hereunder in order to conform to the well spacing or density pattern prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of forming any pooled or unitized tract hereunder, oil or gas obtained from any well capable of producing oil or gas in paying quantities shall be considered as obtained from a well located on the leased premises when the drilling operations are conducted on the leased premises. Production of oil or gas from any such pooled or unitized tract shall be considered, for all purposes except the payment of royalty, as if such production were from the leased premises. There shall be allocated to the leased premises included in any such tract such proportion of the total production of oil or gas from wells thereon, or the proceeds thereof, as the number of surface acres covered by this lease and included in such tract bears to the total number of surface acres included in such tract. Royalties hereunder shall be computed on the production so allocated or proceeds thereof as aforesaid.

22. Lessee is granted the right, from time to time while this lease is in force, to pool or unitize the leasehold estate and the oil and gas rights in the leased premises or any portion thereof, with any other lands in the same general area by entering into a pooling or unitization agreement or declaration of unitization, or both. Such pooling or unitization may be entered into either before or after the commencement of operations for or production of oil or gas from the leased premises, and the terms, conditions, and provisions of such agreement or declaration shall be binding on the lessee, whether or not lessee owns any working interest in any of the lands covered by such pooling or unitization agreement or declaration at the time it is executed. Lessee is granted the right to change the size and shape of any pooled or unitized tract or tracts hereunder in order to conform to the well spacing or density pattern prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of forming any pooled or unitized tract hereunder, oil or gas obtained from any well capable of producing oil or gas in paying quantities shall be considered as obtained from a well located on the leased premises when the drilling operations are conducted on the leased premises. Production of oil or gas from any such pooled or unitized tract shall be considered, for all purposes except the payment of royalty, as if such production were from the leased premises. There shall be allocated to the leased premises included in any such tract such proportion of the total production of oil or gas from wells thereon, or the proceeds thereof, as the number of surface acres covered by this lease and included in such tract bears to the total number of surface acres included in such tract. Royalties hereunder shall be computed on the production so allocated or proceeds thereof as aforesaid.

23. Lessee is granted the right, from time to time while this lease is in force, to pool or unitize the leasehold estate and the oil and gas rights in the leased premises or any portion thereof, with any other lands in the same general area by entering into a pooling or unitization agreement or declaration of unitization, or both. Such pooling or unitization may be entered into either before or after the commencement of operations for or production of oil or gas from the leased premises, and the terms, conditions, and provisions of such agreement or declaration shall be binding on the lessee, whether or not lessee owns any working interest in any of the lands covered by such pooling or unitization agreement or declaration at the time it is executed. Lessee is granted the right to change the size and shape of any pooled or unitized tract or tracts hereunder in order to conform to the well spacing or density pattern prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of forming any pooled or unitized tract hereunder, oil or gas obtained from any well capable of producing oil or gas in paying quantities shall be considered as obtained from a well located on the leased premises when the drilling operations are conducted on the leased premises. Production of oil or gas from any such pooled or unitized tract shall be considered, for all purposes except the payment of royalty, as if such production were from the leased premises. There shall be allocated to the leased premises included in any such tract such proportion of the total production of oil or gas from wells thereon, or the proceeds thereof, as the number of surface acres covered by this lease and included in such tract bears to the total number of surface acres included in such tract. Royalties hereunder shall be computed on the production so allocated or proceeds thereof as aforesaid.

24. Lessee is granted the right, from time to time while this lease is in force, to pool or unitize the leasehold estate and the oil and gas rights in the leased premises or any portion thereof, with any other lands in the same general area by entering into a pooling or unitization agreement or declaration of unitization, or both. Such pooling or unitization may be entered into either before or after the commencement of operations for or production of oil or gas from the leased premises, and the terms, conditions, and provisions of such agreement or declaration shall be binding on the lessee, whether or not lessee owns any working interest in any of the lands covered by such pooling or unitization agreement or declaration at the time it is executed. Lessee is granted the right to change the size and shape of any pooled or unitized tract or tracts hereunder in order to conform to the well spacing or density pattern prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of forming any pooled or unitized tract hereunder, oil or gas obtained from any well capable of producing oil or gas in paying quantities shall be considered as obtained from a well located on the leased premises when the drilling operations are conducted on the leased premises. Production of oil or gas from any such pooled or unitized tract shall be considered, for all purposes except the payment of royalty, as if such production were from the leased premises. There shall be allocated to the leased premises included in any such tract such proportion of the total production of oil or gas from wells thereon, or the proceeds thereof, as the number of surface acres covered by this lease and included in such tract bears to the total number of surface acres included in such tract. Royalties hereunder shall be computed on the production so allocated or proceeds thereof as aforesaid.

25. Lessee is granted the right, from time to time while this lease is in force, to pool or unitize the leasehold estate and the oil and gas rights in the leased premises or any portion thereof, with any other lands in the same general area by entering into a pooling or unitization agreement or declaration of unitization, or both. Such pooling or unitization may be entered into either before or after the commencement of operations for or production of oil or gas from the leased premises, and the terms, conditions, and provisions of such agreement or declaration shall be binding on the lessee, whether or not lessee owns any working interest in any of the lands covered by such pooling or unitization agreement or declaration at the time it is executed. Lessee is granted the right to change the size and shape of any pooled or unitized tract or tracts hereunder in order to conform to the well spacing or density pattern prescribed or permitted by any governmental authority having jurisdiction to do

STATE OF Oregon
COUNTY OF Lane } ss. ACKNOWLEDGMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said county and state, on this 28th day of June, 19 74, personally appeared Alice Campbell

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 12-6-75 Rita Tetley
Notary Public.

STATE OF California
COUNTY OF San Francisco } ss. ACKNOWLEDGMENT FOR INDIVIDUAL

Micro Fiched

Before me, the undersigned, a Notary Public, within and for said county and state, on this 22nd day of July, 1974, personally appeared Dolphia Diaick

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires
Notary Public.

My Commission Expires August 23, 1974

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

On this day of A. D., 19, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that executed the same as free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires
Notary Public.

OIL AND GAS LEASE

FROM

TO

Date 19

Section Twp. Rge.

No. of Acres Term

County

STATE OF
County of } ss:

This instrument was filed for record on the day of 19
at o'clock M., and duly recorded
in Book Page of
the records of this office.

Register of Deeds.

By

WHEN RECORDED, PLEASE RETURN TO:
THE ANSCHUTZ CORPORATION
1110 DENVER CLUB BLDG.
DENVER, COLORADO 80202

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said county and state, on this day of 19, personally appeared and
to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires
Notary Public.

BOOK 500 PAGE 170

BK 1 PG 13

© Kansas Title Insurance Co.

AGREEMENT NO. 75-337

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, Heretofore under date of the 18th day of August, 19 75, a certain oil and gas lease was made, executed, and delivered by Allegra Campbell, a widow
2635 Filmore Street
Eugene, Oregon 97405

as Lessor, to David M. Dayvault, 1415 KSB&T Bldg., Wichita, Kansas

as Lessee, covering the following-described lands in Texas County, State of Oklahoma, to-wit:

Lots 3 & 4 and East Half Southwest Quarter (E/2 SW/4)
Section 31, Township 4 North, Range 12 ECM

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FILED

DEC 15 1975

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers
Deputy

said lease being recorded in Book ____ at Page ____ of the records in the office of the Register of Deeds in and for said County, reference to said lease and to the record thereof being hereby made for all purposes.

NOW, THEREFORE, In consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, the undersigned, and each for himself and herself, as the case may be, do hereby ratify, adopt and confirm the hereinabove-described oil and gas lease in all of its terms and provisions and do hereby lease, demise and let said land and premises unto the said lessee hereinabove-named, his assigns and successors in interest, as fully and completely as if we had originally been named as lessor in said lease and had executed, acknowledged and delivered the same; provided, however, that this instrument shall cover and bind all interest of the undersigned which may have been acquired subsequent to the date of the aforesaid oil and gas lease and is intended further to cover and bind any interest which the undersigned may hereafter acquire by way of reversion or otherwise.

It being provided further that the undersigned shall not be entitled to receive any portion of the rentals payable under said lease but such rentals shall be paid to the persons designated to receive such rentals in accordance with the terms and provisions of said oil and gas lease and their heirs, legal representatives, successors or assigns.

We hereby agree and declare that said oil and gas lease in all of its terms and provisions is binding on us and each of us and is a valid and subsisting oil and gas lease and that this instrument shall be binding upon the respective heirs, executors, administrators, successors or assigns of the undersigned.

EXECUTED This 27th day of October, 19 75

David M. Dayvault
David M. Dayvault

X Betsy A. Marchand
CHAIRMAN, BOARD OF SUPERVISORS,
County of Yolo, State of Calif.

Approved as to Form
Dated
County Counsel of Yolo County

STATE OF ____
COUNTY OF ____ } ss. ACKNOWLEDGMENT OF INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this ____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 27th day of October, 19 75, before me the undersigned County Clerk of the County of Yolo, personally appeared Betsy A. Marchand, Chairman of the Board, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Dated this 27th day of October, 19 75.

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers Deputy

BOOK 500 PAGE 171

STATE OF Kansas
COUNTY OF Sedgwick } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 12th day of November, 19 75, personally appeared David M. Dayvault and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires [illegible]

MARILYN S. GLYNN
Sedgwick County, Ks.
My Appmt. Exp. Oct. 13, 1979

Notary Public

Micro Fiched

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this day of , 19 , personally appeared and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

Notary Public

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this day of , 19 , before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came , president of , a corporation of the State of , personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires

Notary Public

No. 226266

RATIFICATION OF OIL AND GAS LEASE

FROM

TO

Date , 19

Section Twp. Rge.

No. of Acres Term

County

STATE OF Oklahoma
County of Texas } ss:

This instrument was filed for record on the 14 day of November 19 75 at 10:15 o'clock A.M., and duly recorded in Book 500 Page 170 of the records of this office. Fee $ 2.50

Beasie M. Flick
By D.H. County Clerk

When recorded, return to

THE KANSAS BLUE PRINT CO.
WICHITA, KANSAS
PHOTOSTAT SERVICE-UP-TO-DATE OIL MAPS

Wichita, Kansas 67202
(2342)

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF
COUNTY OF } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this day of , 19 , personally appeared and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

Notary Public

TEXT
Form 88 (Producer) Rev. 4-67
Kans. Okla. Colo.

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 18th day of August 19 75
between Allegra Campbell, a widow
2635 Filmore Street
Eugene, Oregon 97405
hereinafter called lessor,
and David M. Dayvault, 1415 KSB&T Bldg., Wichita, Ks. hereinafter called lessee, does witness

1. That lessor, for and in consideration of the sum of Ten & More Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, and with it a right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline and their respective constituent vapors, and all other gases and for constructing roads, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, said tract of land with any reversionary rights therein being situated in the County of Texas State of Oklahoma, and described as follows:

Lots 3 & 4 and East Half Southwest Quarter (E/2 SW/4)
Section 31, Township 4 North, Range 12 ECM

Micro Fiched

containing 154.42 acres, more or less

2. This lease shall remain in force for a term of Five (5) years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well, if said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds from the sale of gas as such at the mouth of the well where gas, condensate, distillate or other gaseous substance is found, and where such gas is not sold or used lessee may pay or tender annually at the end of each yearly period dating from the completion of the first such gas well during which such gas is not sold or used, as in lieu royalty, whether one or more wells, an amount equal to the delay rental provided in paragraph 5 hereof and while said in lieu royalty is so paid or tendered it will be considered under all provisions of this lease that gas is being produced in paying quantities, the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the 18th day of August 1976 this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the First National Bank of Oregon, Main Branch Eugene, Oregon 97400 or its successors, which Bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of One hundred fifty-four & 42/100------ Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of lessees or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Not withstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion, and rentals hereunder shall be increased at the next succeeding rental anniversary after written notice of such reversion by lessor to lessee, provided said notice is received by lessee at least 30 days prior to any such rental anniversary.

7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, rentals, or royalties. However accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

9. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land, and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the assignee or any assignee hereof shall make due payment of said rentals.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in event it exercises such option it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

11. If at any time prior to discovery of oil or gas on said land, lessee should drill a dry hole or holes thereon, or if after discovery of oil or gas the production thereof should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter or (if it be within the primary term) commences or resumes the payment or tender of rentals on or before the rental payment date next ensuing after the expiration of three months from the date of completion of the dry hole or cessation of production. If at the expiration of the primary term oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, the lease shall remain in force so long as operations are prosecuted, either on the same well or any other well thereafter commenced, with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee during the last six months of the primary term hereof, from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases adjoining same or in the vicinity thereof, when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be of tracts adjoining same or in the vicinity thereof as to form a compact unit or units, and to be in a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas and or condensate or distillate well. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

IN WITNESS WHEREOF we sign the day and year first above written.

Allegra Campbell

STATE OF Oregon }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of Augunt, 19 75, personally appeared Allegra Campbell, a widow and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____

_____
Notary Public.

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____

_____
Notary Public.

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

On this _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____ to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____

_____
Notary Public.

No. _____

OIL AND GAS LEASE

FROM _____

TO _____

Date _____ 19____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

County _____

STATE OF _____ }
County of _____ } ss:

This instrument was filed for record on the _____ day of _____ 19____

at _____ o'clock ____ M., and duly recorded in Book _____ Page _____ of the records of this office.

_____ Register of Deeds.

By _____

When recorded, return to _____

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

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STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____

_____
Notary Public.

OIL AND GAS LEASE

Jul 25 1974

THIS AGREEMENT made and entered into this 8th day of May, 19 74

by and between Delphia Biddick and Allegra Campbell, both widows

2635 Fillmore St., Eugene, Oregon 97405

hereinafter called lessor (whether one or more), and THE ANSCHUTZ CORPORATION, 1110 Denver Club Bldg., Denver, Colo. 80202 hereinafter called lessee:

WITNESSETH, That the said lessor, for and in consideration of Ten and 00/100---------- Dollars ($ 10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant, demise, lease and let unto the said lessee, exclusively, all oil and gas, and the following described land for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, operating for, producing and marketing of oil, gas, casinghead gas, casinghead gasoline, carbon dioxide gas, coal, and other minerals, and all other rights and privileges necessary, incident to or convenient for the economical operation alone or conjointly with neighboring land, with the right of injecting gas, water, brine and other fluids and substances into any subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, roads, power houses, stations, ponds, structures and other facilities or conveniences for producing, treating and taking care of said products, and all other rights and privileges necessary, incident to or convenient to the economical operation of said land with other land, including the exclusive right to store, treat and transport said products, and the right of subsurface storage in and under said land of gas produced from other land, together with the exclusive right to inject, save and take care of said products and substances and the injection of water into any subsurface strata, and the subsurface strata of said tract of land, together with any reversionary rights therein, said tract of land being situated in the County of Coahuila State of Oklahoma and described as follows, to-wit:

An undivided one-sixth (1/6) interest in and to the oil, gas, minerals and mineral rights in and under Township 4 North, Range 4 East, C.M.

Section 13: S½

Micro Fiched

XXXX

STATE OF Oregon
COUNTY OF Lane } ss. ACKNOWLEDGMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said county and state, on this 28th day of June, 1974, personally appeared Alvin Marshall and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 12-6-75 Rita Tekley
Notary Public.

STATE OF California
COUNTY OF San Francisco } ss. ACKNOWLEDGMENT FOR INDIVIDUAL

Micro Fiched

Before me, the undersigned, a Notary Public, within and for said county and state, on this 22nd day of July, 1974, personally appeared Delphia Pittock and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Dorothy E. Hugh Notary Public
State of California
San Francisco County
My Commission Expires August 28, 1974

My Commission expires _____ Notary Public.

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

On this _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____ to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____ _____
Notary Public.

OIL AND GAS LEASE

FROM

TO

Date _____, 19____
Section _____ Twp. _____ Rge. _____
No. of Acres _____ Term _____
County _____

STATE OF _____ } ss:
County of _____

This instrument was filed for record on the _____ day of _____, 19____ at _____ o'clock ____ M., and duly recorded in Book _____ Page _____ of the records of this office.

Register of Deeds.

By _____

WHEN RECORDED, PLEASE RETURN TO:
THE ANSCHUTZ CORPORATION
1110 DENVER CLUB BLDG.
DENVER, COLORADO 80202

STATE OF _____
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ _____
Notary Public.

FILED
NOV - 5 1975
BARBARA A. RODGERS
YOLO CO. CLERK
By _____ Deputy

AGREEMENT NO. 75-338

THIS AGREEMENT, entered into this fourteenth day of October, 19 75, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, hereinafter called "University", and COUNTY OF YOLO ON BEHALF OF YOLO COUNTY HEALTH DEPARTMENT, a COUNTY (non-profit organization), hereinafter called "Organization",

Micro Fiched

W I T N E S S E T H :

WHEREAS, University has applied for a grant by the U.S. Commissioner of Education pursuant to Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as amended, to stimulate and promote the part-time employment of students, particularly students from low-income families, who are in need of earnings from such employment to pursue courses of study at institutions of higher education such as University; and

WHEREAS, University and Organization desire that certain of the University's students engage in work for public and private non-profit organizations under the Work-Study Program authorized by the Act; and

WHEREAS, Organization is in a position to utilize the services of such students;

NOW, THEREFORE, the parties hereto agree as follows:

1. Organization shall utilize the services of students furnished by University who are eligible to participate in the Work-Study Program and who are qualified and acceptable to Organization. The specific services to be performed by said students and the rate of compensation therefore are set forth on the attached Exhibit "A", which is incorporated herein.

2. The work performed by such students shall be in the public interest

and shall not

a. Displace employed workers or impair existing contracts for services;

b. Involve political activity or work for any political party; or

Micro Fiched

c. Involve the construction, operation, or maintenance of so much of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.

3. Organization agrees to

a. Reasonably supervise the services of students participating in the Work-Study Program and permit reasonable supervision by a representative of University;

b. Make a report to University of time worked by students participating in the program, at least monthly;

c. Allow no student to work for more than an average of fifteen (15) hours per week over a quarter, or other term used by the University in awarding credits to the student, during which the student is enrolled in classes (excluding any period during which the student is on vacation), and for not more than forty (40) hours in any week; and

d. Pay to University at least twenty percent (20%) of the total compensation to be paid to students participating in the program at such times as are agreed upon with University in writing.

4. Compensation to be paid to students participating in the program will be appropriate and reasonable in light of the work to be performed by them.

5. The services and benefits of Organization which involve the work

of such students shall be available to all persons regardless of race, color or national origin. No student shall be denied participation in the Work-Study Program because of race, color or national origin.

6. University will be responsible for all applicable employee benefits, unless otherwise agreed by the parties hereto in writing.

Micro Fiched

7. This agreement shall be subject to the availability of funds to University for the portion of the student's compensation not to be paid by Organization. It shall also be subject to the provisions of Part C (Work-Study Programs) of Title IV of the Higher Education Act of 1965, as now amended, or from time to time amended, and shall be subject to regulations implementing said legislation.

8. This agreement may be cancelled by either party if there is a failure to comply with the provisions of the agreement.

9. This agreement shall terminate on the thirtieth day of June, 19 76, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties hereto in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By Barbara L. Stadtman

(Mrs.) Barbara L. Stadtman OCT 16 1975

Research Coordinator

COUNTY OF YOLO

By Betsy A. Marchand

Betsy A. Marchand, Chairman
Board of Supervisors, County
of Yolo, State of California.

Approved as to Form

Dated

County Counsel of Yolo County

EXHIBIT "A"

Name of Organization with which written student employment agreement has been made:

COUNTY OF YOLO
FOR
YOLO COUNTY HEALTH DEPARTMENT
10 Cottonwood Street
Woodland, California 95695

Micro Fiched

B. Otis Cobb, M.D.
Director of Public Health

Description of work activities in which students will be engaged:

STUDENT AIDE $2.50 - $3.00	Under close direction and supervision, the students will assist in outreach for clinic recipients; participate in medical screening clinics; assist with evaluation of exam results; assist in follow-up of patients referred from clients.

RECEIVED
OCT 22 1975
COUNTY EXECUTIVE OFFICE

BK
RECEIVED
NOV 21 1975
LAURENCE P. HENIGAN, Clerk
By ____ Deputy

FILED
NOV 21 1975
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 75-339

(Amendatory Agreement)

This Amendatory Agreement made this 3rd day of November, 1975, by and between the Yolo County Board of Supervisors as a community action agency for Yolo County, hereinafter called GOVERNING OFFICIALS, and the Economic Opportunity Commission of Yolo County, Inc., a non profit corporation, hereinafter referred to as COMMISSION:

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. GOVERNING OFFICIALS and COMMISSION entered into Agreement No. 69-16, an agreement providing for the administration of War on Poverty programs in Yolo County, California, on February 19, 1969. Said Agreement provided in its fiscal provisions that all checks issued by the COMMISSION shall be signed by the Director or Chief Fiscal Officer and the President of the COMMISSION or Chairman of the Finance Committee of COMMISSION.

2. The Board of Directors of COMMISSION has resolved to request the GOVERNING OFFICIALS to authorize an amendment to Agreement No. 69-16 to provide that all checks issued by the COMMISSION shall be signed by either the President or the Treasurer of the Board of Directors of the COMMISSION and by either the Executive Director or the Deputy Director/Planner of the Staff of the COMMISSION.

3. GOVERNING OFFICIALS approve this change.

AGREEMENTS:

1. Paragraph e. of Item V, Fiscal, of said Agreement No. 69-16 is hereby amended to read as follows:

> e. All checks issued by the Economic Opportunity Commission of Yolo County, Inc. shall be signed by either the President or the Treasurer of the

Economic Opportunity Commission of Yolo County, Inc., and by either the Executive Director or the Deputy Director/Planner of the Economic Opportunity Commission of Yolo County, Inc.

Micro Fiched

2. In all other respects, the terms and conditions of said Agreement No. 69-16 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

GOVERNING OFFICIALS:
Board of Supervisors, County of Yolo
State of California

BY Betty A. Marchand
Chairman

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Ruth E. Lucas
Deputy

(seal)

Economic Opportunity Commission of Yolo County, Inc.

by William E. Lust
President

by Audrey Smith
Secretary

IGA/OWD 1975/76
·CIR ·
County of Yolo
Noise Element
3973/IA-2b

AGREEMENT 75-340

THIS AGREEMENT, entered into as of this 10 day of November, 1975, by and between the COUNTY OF YOLO (herein called "YOLO COUNTY") and the SACRAMENTO REGIONAL AREA PLANNING COMMISSION (herein called "COMMISSION").

W I T N E S S E T H:

WHEREAS, the County of Yolo desires to develop, implement and annually update a Comprehensive Noise Element which conforms to State Planning Law; and

Micro Fiched

WHEREAS, Federal funds from the Department of Housing and Urban Development (HUD) and administered by the California Council on Intergovernmental Relations are available to assist YOLO COUNTY in the development of such a Comprehensive Noise Element; and

WHEREAS, COMMISSION serves as fiscal agent for HUD and FHWA in providing funds for such purposes; and

WHEREAS, YOLO COUNTY, as set forth herein, has agreed to account for and disburse the Federal funds and to be responsible to COMMISSION for the completion of the services set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to provide Federal funds so that YOLO COUNTY can proceed to develop data and an adopted Noise Element which conforms in all respects to the requirements of current State Planning Laws.

2. Scope of Services and End Products. YOLO COUNTY agrees, as hereinafter provided, to perform the following services:

(a) Prepare detailed technical data necessary for the development of a Noise Element;

Rescinded By M.O. 76-1288
SEE: Agree: 76-361

(b) Develop a Comprehensive Noise Element consisting of a survey of existing noise conditions, sound level standards by land use category, standards and criteria for noise emissions from transportation facilities and fixed sources, general policies, and an implementation program;

The COMMISSION agrees, as hereinafter provided, to perform the following services:

(a) Carry out the activities necessary to secure Federal funding for this project by YOLO COUNTY:

Micro Fiched

(b) Review the services, reports and end products prepared by YOLO COUNTY or its Sub-Contractor for consistency with this Agreement and, where appropriate, with State Planning Laws.

At the conclusion of the work activities, YOLO COUNTY shall have provided for:

(a) A volume of technical data;

(b) 10 copies of a draft Noise Element suitable for adoption.

3. Schedule for Performance. Services of YOLO COUNTY shall begin _____, and include those services, reports and end products related to the Noise Element as specified under Section 2 of this contract. All services, reports and end products shall be completed by June 30, 1976.

Services of the COMMISSION shall begin _____. All services and reports shall be due by the COMMISSION prior to June 30, 1976.

4. The Grant. In order to assist YOLO COUNTY in financing the costs of meeting the purpose of this Agreement and in providing the end products, which costs are estimated to be TWELVE THOUSAND AND NO/100THS ($12,000.00) DOLLARS, COMMISSION will grant to YOLO COUNTY from funds received from the Federal Government for this purpose, the total amount of THREE THOUSAND

FOUR HUNDRED AND NO/100THS ($3,400.00) DOLLARS. A matching amount of inkind services of EIGHT THOUSAND SIX HUNDRED AND NO/100THS ($8,600.00) DOLLARS shall be provided by YOLO COUNTY.

5. Compensation to Federal Government, Commission. COMMISSION shall be compensated by YOLO COUNTY in the amount of THREE HUNDRED AND NO/100THS ($300.00) DOLLARS for the former's expenses in administering this Agreement and said amount shall be withheld from the initial payment from COMMISSION to YOLO COUNTY.

Micro Fiched

6. Accounting Procedures. YOLO COUNTY shall account for all services and funds as provided in Part "C".

7. Payment of Cash Grant. The total cash grant shall be THREE THOUSAND FOUR HUNDRED AND NO/100THS ($3,400.00) DOLLARS, less the fixed fee and administrative costs set forth in paragraph 5. Cash grant payments shall be paid as indicated in Part "C".

8. Reports. YOLO COUNTY shall submit to COMMISSION in a form satisfactory to the Executive Director of COMMISSION the following reports:

(a) Quarterly narrative progress reports generally indicating the status of the program. Reports shall be due not later than December 31, 1975, and March 31, 1976.

(b) Final summary report. A final summary report in letter form generally indicating the work performed pursuant to this Agreement. The report shall be due not later than June 30, 1976.

9. Sub-Contracting. It is understood and agreed that if YOLO COUNTY sub-contracts part of the work to be performed under the terms of this Agreement, the COMMISSION, through its Executive Director, shall first approve the selection of any sub-contractor hired by YOLO COUNTY to perform any work under this Agreement.

10. Exhibits "A", "B", and "C". It shall be expressly understood and agreed that the provisions set forth in Parts "A", "B", and "C" are incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the above parties have executed this Agreement as of the date first above written.

SACRAMENTO REGIONAL AREA PLANNING COMMISSION

Micro Fiched

By:_____

COUNTY OF YOLO

By:_____

PART "A"

TO

AGREEMENT between the SACRAMENTO REGIONAL AREA

PLANNING COMMISSION and the COUNTY OF YOLO

1. Changes. The Commission may, from time to time, require changes in the scope of the services of Yolo County to be performed hereunder. Such changes, including any increase or decrease in the amount of the compensation, which are mutually agreed upon by and between the Commission and Yolo County, shall be incorporated in written amendments to this Agreement.

Micro Fiched

2. Termination of Agreement for Cause. If, through any cause, Yolo County shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if Yolo County shall violate any of the covenants, agreements or stipulations of this Agreement, Commission shall thereupon have the right to terminate this Agreement by giving written notice to Yolo County of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Yolo County shall, at the option of the Commission, become its property, and Yolo County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Yolo County shall not be relieved of liability to the Commission for damage sustained by the Commission by virtue of any breach of the Agreement by Yolo County and the Commission may withhold any payments to Yolo County for the purpose of set-off until such time as the exact amount of damages due the Commission from Yolo County is determined.

3. Termination for Convenience of Commission. The Commission may ter-

minate this Agreement at any time by giving written notice to Yolo County of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in Paragraph 2 of Part "A" hereof shall, at the option of the Commission, become its property. If the Agreement is terminated by the Commission as provided herein, Yolo County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services covered by this Agreement, less payments of compensation previously made: provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, Yolo County shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by them during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of Yolo County, Paragraph 2, Part "A" hereof relative to termination shall apply.

Micro Fiched

4. Equal Employment Opportunity. In the accomplishment of the program, Yolo County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. They shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, sex, color, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Yolo County agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-

discrimination clause. They shall, in all solicitations or advertisements for employees placed by or on behalf of themselves, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin.

Micro Fiched

5. Rights. Yolo County agrees to and does hereby grant to the Federal Government a royalty-free, non-exclusive and irrevocable license throughout the world for government purposes to publish, translate, reproduce, and otherwise use and dispose of, and to authorize others to do so, all data, including reports, patents, copyrights, drawings, blueprints and technical information resulting from the performance of the work under this Agreement. Yolo County will not include copyrighted material in the material furnished under this Agreement without written permission from the copyright owner.

6. Interest of Contractor. Yolo County covenants that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. They further covenant that in the performance of this Agreement no person having any such interest shall be employed.

7. Bonus or Commission. Yolo County shall not pay any bonus or commission for the purpose of obtaining this Agreement.

8. Right to Reuse Consultant-Prepared Materials. If, under the provisions of this Agreement, Yolo County develops any systems analysis products, models, electronic data processing systems, software and related services, Yolo County agrees that the methods, materials, logic, and systems developed pursuant to this Agreement shall be the property of the Commission, and may be used as the Commission sees fit, including the right to reuse and publish the same without limitation, and are subject to the other provisions of the Agreement.

9. Disposition of Property. Title to capital equipment and supplies purchase or fabricated pursuant to this Agreement shall be vested permanently with Yolo County.

10. Agreement for Federal Financial Aid. It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with Yolo County or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such Agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Government Not Obligated to Contractor. It is understood by the parties hereto that the Federal Government will not be obligated or liable to Yolo County as a condition of this Agreement.

12. Legal Relationship

(a) It is herein understood and agreed that Yolo County is an independent contractor and that no relationship of employer-employee exists between the parties hereto; that Yolo County shall not be entitled to any benefits available to employees of the Commission; that Commission is not required to make any deductions from the compensation payable to Yolo County under the provisions of this Agreement; that an independent contractor, Yolo County hold Commission harmless from any and all claims that may be made against the Commission based upon any contention by way of third party that an employer-employee relationship exists by reason of this Agreement;

(b) It is further understood and agreed by the parties hereto that Yolo County, in the performance of its obligations hereunder, is subject to the control or direction of the Com-

mission merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result;

(c) If, in the performance of this Agreement, any third persons are employed as employees of Yolo County, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Yolo County. All terms of employment of said persons, including hours, wages, working contitions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be made by Yolo County, and the Commission shall have no right or authority over said persons or the terms of such employment;

Micro Fiched

(d) Yolo County, as an independent employer, shall be liable and hereby expressly assumes and accepts exclusive liability as employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, or any other Federal or State laws or acts which in any way affect or relate to the relationship of employer and employee, and shall be liable for any Social Security, Unemployment Compensation or other taxes or penalties arising or levied by reason of the employment, of such persons employed by it. The Commission shall not be liable for any injuries resulting to such persons arising out of or in the course of such employment, or for any injuries to strangers or third persons, but any such liability shall be solely that of Yolo County. The Commission shall not be liable for any workmen's

compensation or other benefits accruing under any Federal or State law or acts to any persons employed by Yolo County under this Agreement, but such liability, if any, shall be exclusively that of Yolo County.

13. Personnel.

(a) Yolo County represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Commission;

Micro Fiched

(b) All of the services required hereunder will be performed by Yolo County or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

PART "B"

TO

AGREEMENT between the SACRAMENTO REGIONAL AREA

PLANNING COMMISSION and the COUNTY OF YOLO

I. Assignment of Grant Funds. The following budget tentatively assigns approximate amounts to specific items in the work program. This may be amended by Yolo County with approval of the Executive Director of SRAPC from time to time based upon changing demands and costs for services.

Micro Fiched

A.	Acquisition of sound level measuring equipment	$2,600
B.	Printing of final element	500
C.	SRAPC Administrative Fee	300
		$3,400

II. Matching Funds. The County of Yolo will provide matching inkind services of $8,600.

PART C

Agreement between the Sacramento Regional Area Planning Commission and County of Yolo.

A. Accounting Records:

(1) The contractor shall maintain accurate and complete accounting records of all project costs. Such records shall be retained for at least three years following project completion. Copies of such records shall be provided to the Commission upon request.

Micro Fiched

(2) The provisions of OMB Circular A-87, "Principles for Determining Costs Applicable to State and Local Governments", shall apply to the project.

B. Financial Reports:

(1) Eligible project costs incurred by the Contractor, including time of Contractor's employees and Sub-Contractor costs, shall be reported monthly on Form 1 attached. Such reports shall be filed on or before the 10th of the following month.

(2) Eligible In-Kind projects costs, including time of individuals other than the Contractor's employees shall be reported on Forms 2 and 3 attached.

C. Grant Payments:

(1) Requests for grant payments shall be made on Form 4 attached. Requests may be made monthly.

(2) The Commission shall honor grant payments requested provided:

(a) All provisions of the contract have been complied with.

(b) Financial reports document that non-federal costs are equal to, or in excess of 100% of cumulative grant payments.

(c) Financial reports document that the percentage of project completion is equal to, or in excess of, cumulative grant payments.

SACRAMENTO REGIONAL AREA PLANNING COMMISSION
1225 8th Street, Suite 400
Sacramento, California 95814

REPORT OF EXPENDITURES

PROJECT TITLE _____

MONTH/YEAR _____

Micro Fiched

EMPLOYEE	HOURS WORKED BY WEEK					TOTAL HOURS	HOURLY COST	TOTAL VALUE

SUB-TOTAL _____

ITEM	DESCRIPTION OF SERVICE	VALUE

NOTE: Attach copy of all invoices or vouchers.

SUB-TOTAL _____

TOTAL _____

I hereby certify that the services reported above have been performed as described in connection with the subject project.

_____ _____ _____

Authorized Signature | Position Title | Date

SACRAMENTO REGIONAL AREA PLANNING COMMISSION
1225 8th Street, Suite 400
Sacramento, California 95814

IN-KIND MATCHING TIME
PERSONNEL QUESTIONNAIRE

PROJECT TITLE _____

Completion of this form is required for all personnel involved in the subject project, who will be providing In-Kind Matching Time.

Micro Fiched

NAME _____

RESIDENCE _____

TELEPHONE _____

POSITION _____

SALARY $ _____ PER MONTH $ _____ PER HOUR

EMPLOYER _____

ADDRESS _____

TELEPHONE _____

TRAVEL EXPENSE REIMBURSEMENT RATES (if provided) _____

COST PER MILE OF AGENCY CAR (if provided) _____

If salary includes federal funds, please explain (ie, percentage, relationship)

_____

_____

_____

_____ _____

Signature Date

SACRAMENTO REGIONAL AREA PLANNING COMMISSION

IN-KIND MATCHING TIME RECORD

Please mail monthly to:
SRAPC
1225 8th Street, Suite 400
Sacramento, CA 95814

NAME _____

RESIDENCE CITY _____

MONTH/YEAR _____

POSITION _____

EMPLOYER _____

HOURLY RATE _____

PROJECT TITLE _____

DATE	*ACTIVITY DESCRIPTION	TRAVEL COST	HOURS	HOURLY COST	VALUE OF WORK
	TOTALS				

* (1) Show location of meetings, duration and purpose
(2) Show origin and destination as well as travel time
(3) Show meeting preparation time as well as activity
(4) Show only those travel costs associated with projects that are reimbursed by your agency (for auto mileage include rate per mile and total mileage)

I certify information and hours claimed are correct and not used as match for any other grant programs.

TOTAL IN-KIND MATCHING VALUE $_____

Approved:

_____
Employee Signature

_____
SRAPC Project Manager

Form Approved By: _____ 7/23/73

Micro Fiched

SACRAMENTO REGIONAL AREA PLANNING COMMISSION
1225 8th Street, Suite 400
Sacramento, California 95814

INVOICE

Micro Fiched

PROJECT TITLE _____

MONTH/YEAR _____

INVOICE NUMBER _____

Pursuant to the contract for the above referenced project, we are billing $ _____, for the period _____ to _____.

(1)	Total Expenditures for this Period (Form 1)	$ _____
(2)	Total In-Kind Matching Value (Form 3	$ _____
(3)	Total This Period	$ _____
(4)	Cumulative Expenditures to Date	$ _____
(5)	Cumulative In-Kind Matching Value to Date	$ _____
(6)	Cumulative Total to Date	$ _____
(7)	Project Completion Percentage	_____

_____ _____ _____

Authorized Signature Position Title Date

FILED
DEC 24 1975
LAURENCE P. HEN[illegible], Clerk
By Gabriela Rodgers
Deputy

AGREEMENT NO. 75- 341

(Agreement for Technical Assistance in Research Services Provided to the Yolo County Probation Department)

Micro Fiched

This Agreement made and entered into this 17th day of November, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the NATIONAL COUNCIL ON CRIME AND DELINQUENCY, a non profit corporation, organized under the laws of the State of New York, and authorized to do business in California, hereinafter called CONTRACTOR

W I T N E S S E T H:

RECITALS:

1. The Yolo County Probation Department has need of the services of a professional consulting firm to computerize individual Yolo County Probation case files, to summarize and statistically analyse said data, and to provide professional consultation on program development, application for grant funding, and research programming.

2. CONTRACTOR is capable of providing said services in a professional and workmanlike manner.

AGREEMENTS:

1. In accordance with the terms and conditions of this agreement, hereinafter more specifically stated, CONTRACTOR hereby agrees to provide editing, key punch services, and computerization of individual Yolo County Probation Department case data, said data to be summarized and statistically analyzed; agrees to provide said summaries and analyses in response to the administrative needs of the Yolo County Probation Department; and to provide professional consultation within reasonable limits of other work time commitments, on program development, applications for grant funding, and research programming.

2. In performance of this agreement, CONTRACTOR hereby agrees to provide services as follows:

Micro Fiched

a. Administrative Summaries: CONTRACTOR agrees to provide annual summaries of adult and juvenile referrals to the Yolo County Probation Department. Said summaries will vary according to, and will be responsive to, administrative needs of the Yolo County Probation Department, as determined through meetings between CONTRACTOR and Probation Department personnel. Said summaries shall be based on categories which are determined to be applicable after consultation between CONTRACTOR and Probation Department personnel. Said categories may include description of the adult and juvenile referrals, their characteristics, and the outcome of the probation case. Said categories may also be broken down by status at time of referral, offense which resulted in the referral, race, area of residence or other applicable categories. Included in said annual summaries will be process descriptions which analyse the movement of cases from the court through the probation process in both adult and juvenile cases.

b. Analytic Comparisons. After consultation with the Probation Department personnel, CONTRACTOR agrees to provide analytic comparison of various categories determined to be applicable. Said categorical comparisons may include the following categories: Superior Court as opposed to Justice Court referrals; cases assigned to a subsidy program as opposed to non subsidy program cases; Juvenile probationers under supervision in their own home, as opposed to those living in a group home; juveniles referred for juvenile, non-criminal offenses, including runaways, incorrigibles, and other relevent categories, as opposed to juveniles referred for delinquent offenses, including burglary, car theft, and other delinquent offenses; those cases in which the

Public Defender represents the juvenile or adult offender as opposed to those cases in which a private attorney represents the offender; and other relevant categories which may be determined by the Probation Department. The analytic comparison will be made in terms of characteristics in case outcome within any client subgroups which are identifiable within the total data available for analysis.

Micro Fiched

c. Component Evaluations. Evaluation will be made on the effectiveness, measured in terms of case outcome, of specific programs probation efforts, including informal probation, behavior modification approaches, drug counselling, diversion probrams and other components of the probation program. These component evaluations will be provided by CONTRACTOR upon request of the Probation Department, provided, however, that groups of clients involved in these programs will be identified by the Probation Department for study, and that CONTRACTOR is not responsible to collect any data additional to that provided by the Probation Department for this purpose.

d. Information Accesses. Contractor agrees to provide answers to specific questions posed by the Probation Department from the total data available. CONTRACTOR agrees and undertakes to provide a method of quick-response capability for the purposes of management planning by the Probation Department. CONTRACTOR agrees to have the capacity to provide specific information for specific requests; said requests are not known at present, but for example, may take the form of providing a statistical breakdown on juvenile offenders from a certain geographical area who were on informal probation supervision, and were re-referred for burglary and placed in a foster home. The intent of this subsection is that CONTRACTOR undertakes to have the capacity to provide detailed data evaluations and statistical analysis of groups identifiable as such from data

provided by the Probation Department. In general, CONTRACTOR agrees that responses to these inquiries will occur within 48 hours; however, CONTRACTOR and COUNTY intend that the 48 hour response time shall be flexible and may be extended in cases of particular complexity or difficulty.

Micro Fiched

e. Research Resources and Technical Assistance. CONTRACTOR agrees to make available to the Yolo County Probation Department it library, and, through the CONTRACTOR's resources, the main NCCD library in Hackensack, New Jersy for the purpose of providing research for development of new probation programs and proposals. CONTRACTOR additionally agrees to provide technical assistance to COUNTY, when needed, in the area of program development and design of in-house evaluation of treatment programs by the Probation Department.

3. In and for consideration of the agreements by CONTRACTOR, COUNTY agrees to pay the sum of $12,000.00, in installments as follows:

a. $3,000 shall be payable within one month of the execution of this agreement.

b. $3,000 shall be payable December 1, 1975.

c. $3,000 shall be payable April 1, 1976.

d. $3,000 shall be payable June 30, 1976.

CONTRACTOR shall submit claims to COUNTY, and said claims shall be paid as aforesaid upon countersignature by the Probation Officer indicating approval. Said claims shall designate time spent and work accomplished.

4. Any data collected or maintained by CONTRACTOR during the performance of this agreement is, and shall remain the property of the Yolo County Probation Department unless otherwise hereafter agreed to in writing by the parties.

5. At all times during the performance of this agreement, CONTRACTOR is, and shall be construed to be an independent

contractor of COUNTY. At no time during the performance of this agreement is any officer, agent, employee or contractor of CONTRACTOR an agent, officer, or employee of the COUNTY for any purpose.

Micro Fiched

6. CONTRACTOR agrees to indemnify, save harmless and defend COUNTY, its officers and employees from any and all claims or liability arising out of or in any way caused by the performance of this agreement by CONTRACTOR.

7. Term. The term of this agreement shall be considered to have commenced on the First day of July, 1975, and shall terminate on June 30, 1976.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

NATIONAL COUNCIL ON CRIME AND DELINQUENCY, a non-profit corporation

BY _____

Director of Financial Services
Title

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

YOLO COUNTY AGREEMENT NO. 75-342

CODED NUMBER HERE

XEROX

Government Service Agreement

FILED

NOV 3 1975

LAURENCE P. HENIGAN, Clerk

By Barbara Rodgers Deputy

Xerox agrees to furnish and Customer agrees to hire the services of

ONE XEROX 3100 COPIER & STAND

BILL CODE 2861

to be installed at the address(es) indicated below, subject solely to the following terms and conditions: (a) in the case of a federal government agency, the terms and conditions of the contract between Xerox Corporation and the General Services Administration as revised from time to time; (b) in the case of a state or local governmental agency, the terms and conditions in Xerox Corporation's State and Local Government Price List, Schedule as revised from time to time.

Micro Fiched

Contract No.	Group No.

Customer Name and Billing Address	Installation Address
YOLO GENERAL HOSPITAL 170 W. BEAMER ST WOODLAND, CA 95695	YOLO GENERAL HOSPITAL MEDICAL RECORDS 170 W. BEAMER ST WOODLAND CA 95695

Approved as to form
CHARLES R. MACK
COUNTY COUNSEL
BY: DEPUTY COUNTY COUNSEL

Earliest Customer Acceptance Date

Equipment Purchase Order Required ☐ Yes ☐ No, If Yes Complete Below:

Equipment Purchase Order No.: From / / To / /

Special Reference Number

Customer authorizes initial supplies: Yes: No
(Customer's Initials)

Supply Purchase Order No.: Supply Agreement No.:

Supply Purchase Order: ☐ Not Necessary ☐ Attached ☐ To Follow

CUSTOMER ORIGINAL

By: Barry K. Marchand

Title: YOLO, STATE OF CALIFORNIA

XEROX CORPORATION

By: Dana Rubo Date 11/6/75

Title: SR Empl. No 2494 Branch 5702

Form 55032 (7-72) Printed in U.S.A.

CUSTOMER COPY

FILED

DEC 19 1975

LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

YOLO COUNTY AGREEMENT NO. 75-343

COUNTY OF YOLO, CALIFORNIA
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of November, 1975, by and between

CAMELLIA CITY MECHANICAL COMPANY

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Furnish and install new air conditioning system in Yolo County Jail Building in Woodland, California

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

Micro Fiched

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Jail Air Conditioning

(Plan Index No. 613.71 -76) (WO #)

Approved October 20, 1975 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

Micro Fiched

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within ninety (90) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth: and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

Item No.	Description	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1	Complete Project	Lump Sum	$76,106.00	$76,106.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

Deputy (County Counsel) 12-15-75

COUNTY OF YOLO

BY Chairman of the Board of Supervisors

Micro Fiched

ATTEST:
Lawrence E. Henigan, Clerk
BY Deputy

BY William J. Lodewyk

William J. Lodewyk, President

Camellia City Mechanical

P.O. Box 1045, 2479 Rice Av.

West Sacramento, Ca. 95691

Contractor & Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 253474.

AGREEMENT NO. 75-344

(19)

STREET IMPROVEMENT AGREEMENT
(Supplemental to Subdivision Agreement #75-101-Subdivision #2388)

MACE BOULEVARD

THIS AGREEMENT is made and entered into on this 17th day of November 1975, by and between Mace Properties, Inc., hereinafter referred to as "Subdivider", and the County of Yolo, hereinafter referred to as "County".

Micro Fiched

WHEREAS, the Subdivider has agreed by Agreement No. 75-101, to subdivide and develop that area known and referred to as Subdivision No. 2388, and has proposed to pay the costs of construction of a portion of that street known as Mace Boulevard.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Subdivider will deposit with the County the sum of twenty thousand ($20,000.00), said sum to be used to construct along the East side of that unimproved portion of Mace Boulevard, lying between El Macero Country Club Estates Subdivision, Unit No. 1, and El Macero Country Club Estates Subdivision, Unit No. 2, street improvements consisting of asphalt concrete curbs and gutters, and asphalt concrete paving and base, all in accordance with plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works.

2. That County will contribute eighteen thousand dollars, ($18,000.00) toward the costs, and will contract for the construction of said improvements.

3. It is agreed the above costs are approximate only. Final charges shall be based on actual costs of construction and engineering as determined by contract bid prices and actual quantities of work done.

4. Upon completion of the performance of this Street Improvement Agreement, Subdivider nor any successor thereof, shall have no further obligation to the County of Yolo to install, alter, or maintain any improvements in, on, under or across that certain street commonly known as Mace Boulevard between the south line of El Macero Unit No. 2 and the North line of El Macero Unit No. 1, and in particular there shall be no such requirements or conditions for any additional lands which Subdivider may later be developed in the El Macero Country Club Estates area with respect to any improvements along Mace Boulevard except those lands adjacent to Mace Boulevard.

5. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above named herein.

COUNTY OF YOLO

By Betsy A. Marchmont
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN
County Clerk

By Gloria E. Lucas
Deputy

XEROX COPY

FILED
DEC - 1 1975
LAURENCE P. HENIGAN, Clerk
By Paula C. Corral
Deputy

MACE PROPERTIES, INCORPORATED

By C. Freland Mace, Pres.

By Grant F. Chappell, Sec.

(Seal)

Recommended for Approval
to the Board of Supervisors
of the County of Yolo:

Lloyd H Roberts
Director of Public Works

Approved as to Form:

Deputy
County Counsel
12-1-75

Micro Fiched

AGREEMENT NO. 75-345

FILED
JAN 27 1976
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

COUNTY OF YOLO, CALIFORNIA
CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of December, 1975, by and between GRANITE CONSTRUCTION COMPANY

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

concrete curbs and gutters, pavement consisting of aggregate base with asphaltic concrete surfacing, drainage facilities, sanitary sewer system, street signs, water distribution system, and all necessary appurtenances for Assessment District No. 120, Subdivision No. 2388, (El Macero Unit No. 4)

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Micro Fiched

Improvement Plans for Subdivision No. 2388, Assessment District No. 120, El Macero Unit No. 4

(Plan Index No. 209.237-209.251) (WO # 1720)

Approved June 16, 1975 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within one hundred (100) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

Micro Fiched

Item No.	Description	Unit Price
1.	Per Cu. Yd., Excavation	$ 0.70
2.	Per Cu. Yd., Fill and Compact Exist. Drain Ditch	0.45
3.	Per Lin. Ft., 6" V.C.P.	6.95
4.	Per Lin. Ft., 8" V.C.P.	7.65
5.	Per Ea., Standard Manhole	700.00
6.	Per Lin. Ft., 4" V.C.P. (57 Services)	6.10
7.	Per Lin. Ft., 15" C.P.	13.70
8.	Per Lin. Ft., 21" C.P.	12.35
9.	Per Lin. Ft., 24" R.C.P. or C.I.P.	14.50
10.	Per Lin. Ft., 36" R.C.P. or C.I.P.	25.60
11.	Per Ea., Type "C" Inlets	625.00
12.	Per Ea., Standard Manholes	1,310.00
13.	Per Ea., Pump Station Relocation	4,600.00
14.	Per Lin. Ft., 4" C.I.P. Incl. Valves & Fittings	5.00
15.	Per Lin. Ft., 8" C.I.P. Incl. Valves & Fittings	10.00
16.	Per Lin. Ft., 10" C.I.P. Incl. Valves & Fittings	11.00

Item No.	Description	Unit Price
17.	Per Ea., Fire Hydrant & Valve Assembly	$ 1,000.00
18.	Per Ea., 1 1/2" Services (2,178 Lin. Ft.)	259.00
19.	Per Ea., Install Plug & Blowoff	200.00
20.	Per Lin. Ft., Roll Type Curb & Gutter	4.20
21.	Per Ton, A.C.	13.65
22.	Per Ton, A.B.	4.25
23.	Per Ton, A.S.B.	4.00
24.	Per Ton, Liquid Asphalt (SC250)	135.00
25.	Per Ea., Survey Monument Boxes	95.00
26.	Per Ea., Street Name Sign	105.00
27.	Per Ea., Barricade & Header Board (35 Lin. Ft.)	705.00
28.	Per Ea., Adjust Manhole to Fin. Grade	95.00
29.	Lump Sum, Relocate Signs & Mail Box	135.00
30.	Per Lin. Ft., Trench Shoring	0.31
31.	Per Lin. Ft., 6" A.C. Berm	0.74

Micro Fiched

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

Robert P. Reis
COUNTY COUNSEL 1-27-76

ATTEST:

Laurence P. Henigan, Clerk

By Barbara Rodgers, Deputy

Micro Fiched

COUNTY OF YOLO

By Betsy C. Marchini
Chairman of the Board of Supervisors

GRANITE CONSTRUCTION COMPANY

By _____

Richard C. Solari, Vice President

Post Office Box 900

Watsonville, California 95076

Contractor and Address

Licensed in accordance with an act providing for the registration of Contractors, License No. 89.

FILED
NOV 26 1975
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS Deputy
Micro Fiched

AGREEMENT NO. 75-346

L E A S E

THIS LEASE made and entered into this 24th day of November, 1975, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT, and HARRY L. NEEDHAM and OLIVE R. NEEDHAM, hereinafter called LANDLORDS,

W I T N E S S E T H:

1. DESCRIPTION OF PREMISES. LANDLORDS hereby lease to TENANT, and TENANT hereby hires from LANDLORDS on the terms and conditions hereinafter set forth those certain premises situated in the City of Woodland, County of Yolo, at 216 North East Street, Woodland, California, which premises are further described as the offices located in the front portion of the building, including one reception room and one private office, and comprising approximately 6500 square feet.

2. A. TERM. The term of this agreement shall be from the first day of December, 1975, until and including the 30th day of November 1980, hereinafter called the original term.

B. OPTION TO RENEW. LANDLORDS hereby grant to TENANT an option to renew this lease on the same terms and conditions as herein specified, with the exception of the rent, which shall be renegotiated by the parties in the event of and exercise of this option. Said option may be exercised by TENANT delivering a written notice as hereinafter specified to LANDLORDS no later than thirty (30) days prior to the expiration of the original term.

3. RENT. For the period from December 1st, 1975, until November 30th, 1970, TENANT shall pay monthly rent for said property in

the sum of NINE HUNDRED SEVENTY-FIVE and NO/100 ($975.00) DOLLARS. For the period from December 1st, 1978 until November 30th, 1980, TENANT shall pay monthly rent in the sum of ONE THOUSAND FORTY and NO/100 ($1,040.00) DOLLARS. Said rent shall be payable in advance on or before the first of each month; provided, however, that in the event that the property taxes levied by Yolo County against said premises at any time during the original term of this lease exceed the property taxes levied by Yolo County in the tax year 1975-1976, the rent payable by TENANT shall increase in the same amount that said taxes increase, and shall be prorated monthly to offset the increase in taxes. Said rent shall be paid by Yolo County Warrant payable to the order of HARRY L. NEEDHAM or OLIVE R. NEEDHAM.

Micro Fiched

4. USE. The premises shall be used and occupied only for the purpose of housing offices and facilities of the Purchasing Department of TENANT and any other use reasonably related thereto.

5. UTILITIES. TENANT shall pay all utilities. Janitorial services shall be furnished by TENANT without additional cost to LANDLORDS.

6. REPAIRS AND ALTERATIONS. TENANT shall maintain said premises in a good and sanitary order, condition and repair except the roof and the sidewalls thereof. TENANT will not commit, or suffer to be committed, any waste upon the said premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located; and that TENANT will not make, or suffer to be made, any alterations of the same premises, or any part thereof, without the written consent of LANDLORDS first had and obtained, and that any additions to, or alterations of, the said premises, except

movable furniture and trade fixtures, shall become at once a part of the realty and belong to LANDLORDS.

Micro Fiched

7. EXCULPATORY CLAUST. TENANT agrees to indemnify and save LANDLORDS harmless from and against any and all claims arising from any act, omission, or negligence of TENANT, or its contractors, licensees, agents, servants, or employees, or arising from any accident, injury, in, on, or about, the premises, or any part of them, and the sidewalks adjoining the premises.

8. INSURANCE. During the term of this lease, TENANT shall, at its own expense, maintain in full force, a policy or policies of public liability insurance insuring LANDLORDS and TENANT against liability for injury for persons and property, and for death of persons arising from any accident, injury, or damage, occurring in, on, or about the premises, or any portion of them, and the sidewalks adjoining the premises. Each such policy shall be subject to approval by LANDLORDS as to form and insurer.

9. NOTICES. All notices to be given to TENANT may be given in writing personally, or by depositing the sane in the United States mail, postage prepaid, and addressed to TENANT at the said premises, whether or not TENANT has departed from, abandoned, or vacated the premises. Notices to LANDLORDS shall be mailed by registered, or certified mail to:

HARRY L. NEEDHAM or
OLIVE R. NEEDHAM
422 Pendegast Street
Woodland, California 95695

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement as of the day and year hereinabove set forth.

LANDLORDS:

HARRY L. NEEDHAM

OLIVE R. NEEDHAM

COUNTY OF YOLO, a political subdivision of the State of California,

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS
TENANT

DEC 1 1975

LAURENCE P. HENSTA, Clerk

By ..... Deputy

AGREEMENT NO. 75-347

(Amendment to Agreement No. 75-109 - Lease of 204 F Street, Davis, California for use by the Welfare Department of the County of Yolo)

Micro Fiched

THIS LEASE, executed in Woodland, California, this 24th day of November, 1975, by and between the COUNTY OF YOLO, herein "LESSEE" and ROBERT WARREN, CAROLYN J. WARREN, DORIS H. RUEBNER, SUSAN RUEBNER, JOE P. TUPIN, and BETTY A. TUPIN, herein "LESSOR",

W I T N E S S E T H:

AGREEMENTS:

1. LEASING AND DESCRIPTION OF PREMISES. LESSOR hereby leases to LESSEE and LESSEE hereby hires from LESSOR, on the terms and conditions hereinafter set forth approximately 1430 square feet situate in that building with a common street address of 204 F Street, Davis, California, the same being more particularly identified as Suites A, G and H on that floor for Yolo County Department of Public Welfare per Exhibit "A" attached.

2. TERM. The term of this amendment shall commence on the 1st day of December, 1975, and shall end and terminate on the 30th day of May, 1977, subject to the extensions as herein provided.

3. RENT. LESSEE hereby agrees to pay to LESSOR and LESSOR hereby agrees to accept from LESSEE the total sum or rent of ELEVEN THOUSAND FIVE HUNDRED NINETY-TWO and NO/100 ($11,592.00) DOLLARS, lawful money of the United States of America, without deduction or offset, at such place or places as may be designated from time to time by LESSOR, in installments as follows:

A. On the 1st day of December, 1975 and on the 1st day of each of the eighteen (18) calendar months next succeeding the commencement of the term hereof the sum of FIVE HUNDRED

and 50/100 ($500.50) DOLLARS shall be paid as and for the monthly rental.

Micro Fiched

4. USE. The herein demised premises are leased to LESSEE for any lawful purpose

5. ACCEPTANCE OF PREMISES; REPAIRS AND ALTERATIONS. The parties agree that the premises are rented unfurnished. LESSOR agrees to deliver up the premises in a clean and sanitary condition and in good repair, and LESSEE agrees to keep said premises and all improvements thereon in a clean and sanitary condition and in good repair throughout the term of this lease at its sole cost and expense, except for the roof and exterior walls which LESSOR agrees to keep in good repair at its expense, and upon the termination of this lease LESSEE shall surrender said premises, including all improvements situate thereon, in as good condition as they were upon the commencement of this lease, ordinary wear and tear, damage by fire, Act of God, or by the elements excepted. It is further agreed that LESSEE may make such interior non-structural modifications as LESSEE may desire, provided only that said modifications shall be at the sole cost and expense of LESSEE and provided that LESSEE shall keep the demised premises and the property in which the demised premises are situate free and clear of any and all liens and encumbrances arising by any work performed, material furnished, or obligations incurred by LESSEE. Notwithstanding anything to the contrary in this paragraph contained, the non-structural modifications to be made by LESSEE, shall first be approved by LESSOR. LESSEE may, at LESSEE's option, remove any such non-structural modifications at the end of the term hereof provided that LESSEE shall repair any damage occasioned by such removal.

6. DESTRUCTION OF PREMISES. In the event said premises shall, during the term of this lease, be destroyed or damaged by fire

or other casualty to the extent that the same shall be unfit for LESSEE's use, the LESSOR shall have the option of cancelling and terminating this lease or rebuilding said premises within ninety (90) days next following said fire or other casualty. Within thirty (30) days after such destruction or damage, LESSOR shall notify LESSEE of its intention and election in this regard, and LESSOR's failure to give such notice shall terminate this lease. In the event LESSOR shall elect to rebuild said premises, such destruction or damage shall in no way annul or void this lease, except that LESSEE shall be entitle to a proportionate deduction of rent while such repairs are being made, such proportionate deduction to be based upon the extent of which the making of such repairs shall interfere with the business carried on by LESSEE on said premises.

7. UTILITIES. LESSOR shall pay for all water, garbage, gas, heat, light, or power during the period of this lease. LESSEE shall pay for all other utility services, including telephone.

8. INCREASES IN UTILITIES. LESSEE, in addition to all other sums agreed to be paid by it under this lease, shall pay to LESSOR upon LESSOR's demand an amount equal to LESSEE's proportionate share of the utility rates paid by LESSOR which shall, during the term of this lease, and any extension thereof, be charged against the account for 204 F Street, Davis, California, in excess of $120.00 per month. A twelve-month average will be used to determine the utility usage. It is acknowledged by the parties hereto that LESSEE's portion of the premises at 204 F Street, Davis, California, is thirty-six and sixty-one hundreds percent (36.61%), and LESSEE's obligation to pay for increased utility rates shall be prorated accordingly.

9. ENTRY BY OWNER. LESSEE shall permit LESSOR or its agents to enter into the upon said premises at all reasonable times for the purpose of inspecting the same.

10. WASTE. LESSEE shall not commit, or suffer to be committed, any waste, upon said premises, or any nuisance, nor use, nor permit the use of the premises for any unlawful purpose whatsoever.

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11. MECHANIC'S LIEN. LESSEE shall keep the demised premise and the property in which the demised premises are situated free from any and all liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by LESSEE.

12. NON-LIABILITY OF LESSOR FOR DAMAGES. This lease is made upon the express condition that LESSOR is to be free from all liability and claim for damages by reason of any injury to any person or persons, including LESSEE's agent, servants, or employees, or property of any kind whatsoever and to whomsoever belonging including LESSEE, from any cause whatsoever while in or upon the said demised premises excluding the common entryways, vestibules, hallways and restrooms, during the period of this lease, or any extension or renewal hereof or any occupancy hereunder, LESSEE hereby convenanting the agreeing to indemnify and save harmless LESSOR from all liability, loss, cost, and obligation or any of them, on account of or arising out of any such injuries or losses however occurring.

13. LIABILITY INSURANCE. LESSEE further agrees, prior to taking possession under the terms hereof, to provide LESSOR with evidence that LESSEE's blanket public liability insurance policy extends to and protects against any liability to the public incident to the use of or resulting from any accident occurring in or about said premises.

14. ASSIGNMENT OR SUBLETTING. LESSEE shall not assign or sublet this lease, or any interest therein, without LESSOR's permission first had and obtained. LESSOR will not unreasonably withhold permission for any subletting or assignment.

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15. WAIVER. The waiver by LESSOR of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant, or condition of this lease, regardless of LESSOR's knowledge of such preceding breach at the time of acceptance or such rent.

16. COMPLIANCE WITH LAW. LESSEE shall, at its sole cost and expense, comply with all of the requirements of all municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of said premises all municipal ordinances and State and Federal statutes now in force or which may hereafter be in force.

17. BINDING ON SUCCESSORS. The terms, covenants, and conditions herein contained shall apply to and bind the successors in interest and assigns, if any, of both of the parties hereto. Provided, that nothing in this paragraph contained shall permit an assignment by LESSEE in violation of the terms of Paragraph 14 hereof.

18. TIME. Time is of the essence of this lease.

19. PARAGRAPH HEADINGS. The headings used for paragraphs in this lease are for convenience and reference only and shall not be construed to alter, affect, modify, or define the paragraphs themselves, or the meaning thereof.

20. NOTICES. Any notice required or permitted hereunder to be given to LESSEE shall be deemed to have been given if mailed to LESSEE in care of Erwin W. Meier, County Executive, Room 202, Courthouse, Woodland, California 95695, postage prepaid, and any notice required or permitted hereunder to be

given to LESSOR shall be deemed to have been given if mailed to LESSOR, postage prepaid, at the address of LESSOR from time to time specified by LESSOR.

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21. CONDEMNATION. If any part of said premises shall be taken or condemned for a public use and a part thereof remains which is susceptive of occupation hereunder, this lease shall as to the part so taken terminate as of the date title shall vest in the condemnor, and the rent payable hereunder shall be adjusted so that the LESSEE shall be required to pay for the remainder of the term only such portion of such rent as the value of the part remaining, after the condemnation, bears to the value of the entire premises at the date of condemnation; but in such event, LESSOR shall have the option to terminate this lease as of the date when title to the part so condemned vests in the condemnor. If all the demised premises, or such part thereof, be taken or condemned so that there does not remain a part or portion susceptible for occupation hereunder, this lease shall thereupon terminate. If a part of all of the demised premises shall be taken or condemned, all compensation awarded upon such condemndation or taking shall go to the LESSOR, and the LESSEE shall have no claim thereto, and the LESSEE hereby irrevocably assigns and transfers to LESSOR any right to compensation or damages which the LESSEE may become entitled to during the term hereof, by reason of the condemnation of all or part of the demised premises. If more than twenty percent (20%) of the useable floor space of the subject premises shall be taken, then LESSEE may, in LESSEE's discretion, conclude conclusively that there remains no part of the subject premises which is susceptible of occupance hereunder.

22. TRADE FIXTURES AND IMPROVEMENTS. Upon the termination of this lease or upon the vacation of the premises by LESSEE as in this Agreement provided the LESSEE may remove any improvements

and any trade fixtures, furniture, and appliances, whether or not the same are secured to the premises, providing that the premises are left in a condition consistent with Paragraph 5 hereof.

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23. INCREASES IN REAL ESTATE TAXES. LESSEE, in addition to all other sums agreed to be paid by it under this lease, shall pay to LESSOR upon its demand an amount equal to its proportionate share of all real estate taxes which shall, during the period of this lease and any extension thereof, be assessed against the premises of which the demised premises are a part in excess of the amount of all real estate taxes assessed against the premises for the fiscal year ending June 30, 1975. It is acknowledged by the parties hereto that the demised premises represent only sixteen and seventy-five hundreds percent (16.75%) of the premises subject to real estate taxes, and LESSEE's obligation to pay for increased real estate taxes shall be prorated accordingly.

24. PARKING. LESSEE and its officers, agents, employees, business invitees, and other people using the premises with the permission of the LESSEE shall have a right to use one (1) of the parking spaces situate behind the subject premises. LESSOR shall designate and reserve those spaces LESSEE is entitled to use. LESSEE shall have first priority for such parking spaces over other tenants.

25. USE OF ADDITIONAL ACCOMMODATION. LESSEE herein has been granted a license for the common use of hallways and restroom areas of the building of which the demised premises are a part, for the term hereof, and LESSOR hereby grants to LESSEE (including LESSEE's employees, customers and invitees) in conjunction with other tenants of the building and their employees, customers and invitees the common use of the hallways and restroom areas of the building of which the rented premises

are a part. LESSEE is also granted the common use of the heating and air conditioning system of adequate capacity to maintain normal temperatures between 68° and 78° F. Micro Fiched

26. MAINTENANCE. Notwithstanding anything to the contrary in this lease contained, LESSOR shall be responsible for the maintenance of the mechanical, electrical, plumbing, air conditioning, and heating facilities on the subject premises. In the event that LESSOR fails or refuses to make such repairs or causes such repairs to be made, then LESSEE may cause the same to be done at the expense of LESSOR and such expense shall be offset against any monies due by the terms hereof from LESSEE to LESSOR. The LESSEE will maintain the leased premises in a neat and clean condition at all times. LESSOR will maintain the common areas (hallways and restrooms) of the building of which the rented premises are a part, in a neat and clean condition at all times.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Betty A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

LESSEE

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ROBERT WARREN

CAROLYN J. WARREN

BORIS H. RUEBUEN

SUSAN RUEBUEN

JOE N. TUPIN

BETTY A. TUPIN

LESSOR